

WORK SESSION: A work session will be held at 6:00 p.m. in Farmington City Hall, 160 South Main Street. The public is welcome to attend. The agenda for the work session will be as follows:

1. CentryLink and Comcast Presentations

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, February 15th, 2022, at 7:00 p.m.** The meeting will be held at the Farmington City Hall & electronically over Zoom for the public, 160 South Main Street, Farmington, Utah.

Farmington City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged to listen to the meeting on line. The link to listen to the meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at dcarlile@farmington.utah.gov.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PRESENTATION:

7:05 Introduction of New City Councilmember and Administration of Oath of Office

7:10 Plaque Presentation to Outgoing Planning Commissioner Greg Wall

PUBLIC HEARING:

7:15 Consider a recommendation for a rezone of a property located at 1875 N 1075 W from Agricultural (A) to Large Residential (LR) for the proposed Monterra Subdivision, a four-lot subdivision.

NEW BUSINESS:

8:00 Amendment Number 2 to the Park Lane Commons Development Agreement

8:10 Settlement Agreement between Brent Wride and Farmington City regarding Greens Conservation Easement

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

8:20 Minute Motion Approving Summary Action List

1. Approval of Minutes for January 18th
2. Approval of Minutes for February 1st
3. Improvements Agreement with Schuchart Corporation for the Bank of America development.

GOVERNING BODY REPORTS:

8:25 City Manager Report

1. Fire Department Monthly Activity Reports, November and December
2. Building Activity Report for January

8:30 Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

DATED this 10th day of February 2022.

FARMINGTON CITY CORPORATION

By: 
DeAnn Carlile, City Recorder

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on February 10, 2022

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Manager, Shane Pace give the invocation to the meeting and it is requested that Councilmember, Roger Child lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

**S U B J E C T: Introduction of Newly Appointed City Councilmember Roger Child
and Administration of Oath Office.**

ACTION TO BE CONSIDERED:

1. Mayor Anderson will introduce new Councilmember
2. DeAnn Carlile will perform administration of Oath of Office

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

PRESENTATION: Plaque Presentation to Outgoing Planning Commissioner Greg Wall

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

PUBLIC HEARING: Consider a recommendation for a rezone of a property located at 1875 N 1075 W from Agricultural (A) to Large Residential (LR) for the proposed Monterra Subdivision, a four-lot subdivision

ACTION TO BE CONSIDERED:

1. Hold Public Hearing.
2. See Enclosed Staff Report for Recommendations.

GENERAL INFORMATION:

See enclosed staff report prepared by Shannon Hansell, Planning and GIS Specialist.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Shannon Hansell, Planning and GIS Specialist

Date: February 15, 2022

SUBJECT: **MONTERRA SCHEMATIC SUBDIVISION and ZONE CHANGE**

Property Owners: Troy and Alayna Williamson

RECOMMENDATION

1. Hold a Public Hearing
2. Move that the City Council approve the Monterra Subdivision Schematic plan and zone change for 1.036 acres from A (Agriculture) to LR (Large Residential); subject to all applicable Farmington City ordinances and development standards, with the following conditions:
 - a. Lot 4 is converted to a flag lot to accommodate future access to land west adjacent.
 - b. Affordable housing shall be in the form of an owner-occupied single-family home with an Accessory Dwelling Unit (ADU) (11-11-050 B [affordable housing in single family zones]).

Findings for Approval:

1. The zone change from A to LR supports the General Plan designation of LDR.
2. The lot sizes are similar to those in the surrounding subdivisions of Oakridge Park Estates, Oakridge Village and Cottages at Farmington Hollow.
3. The applicant will provide single-family deed restricted affordable housing
4. Section 11-32-060 A.5 of the zoning ordinance, plus a special exception approval from the planning commission, allow access to Lot 3 with the stem of the flag lot (lot 4).

BACKGROUND

Monterra Subdivision is a proposed four lot subdivision on 1.036 acres in the A zone. The entire 1.036 acre property must be rezoned from A to LR, because of the minimum one acre lot size in the A zone. The conventional lot size in the LR zone is 20,000 sf, and the applicant has shown via a yield plan that two lots are possible, however they may get two additional lots under the alternative lot size of 10,000 sf, if they provide one of the following:

1. Affordable housing equal to 10% of total dwelling units in subdivision
2. Fee in lieu – in this case, the fee in lieu would be the product of 0.4 x Total Cost of One Dwelling Unit.
3. Some other public benefit

4. Transfer of Development Rights (TDR)

For subdivisions resulting in three or more lots than a conventional yield plan, the subdivider must provide 10% affordable housing, a fee in lieu, or some other public benefit, or a TDR. At the Planning Commission meeting on February 3, 2022, the Commission added a condition that the affordable housing component must be in the form of a deed-restricted, owner-occupied single-family home, with an ADU. The ADU benefits include added rental income.

The applicant is proposing two access roads, one on 1075 West and one on 1875 North – two lots are accessed per these access roads. Lots 3 and 4 are adjacent to a City Right of Way (ROW) to the south, between Oakridge Park Estates PUD Plat 2 and the property in question. The ROW is not currently used for trails or access, but it does house a 12-inch storm water line. Lot 4 is currently reliant on this ROW for frontage, and a special exception is required to access it across Lot 3. On January 5, 2022, the City and applicant received a technical memorandum from the City's traffic engineer, Tim Taylor, concerning the line of sight to each access road, which concluded that the accesses are safely located as shown in the plan.

Supplemental Information

1. Vicinity Map
2. Schematic Subdivision Plan
3. Line of Sight Technical Memorandum – Tim Taylor January 5, 2022
4. Elevation rendering

Respectfully Submitted

Shannon Hansell

Shannon Hansell
Planning and GIS Specialist

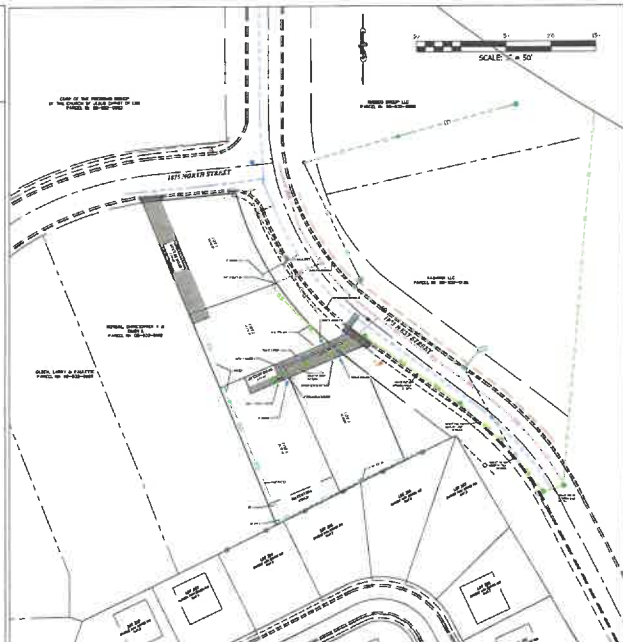
Concur



Shane Pace
City Manager



VICINITY MAP



NOTES

1. Culinary and irrigation water is proposed to be supplied by the City of Farmington and Berchland Water District respectively. Each lot will be supplied with water from the existing water line in 1075 West and through a city standard water meter. Irrigation water will be supplied as needed to each lot depending on the amount of landscaping in each area. No water rights or secondary water shares are available from the owner.
2. The sanitary sewer for this development will be provided by connecting to existing sanitary sewer manhole #302 which is located in the street south of the proposed subdivision. A new sewer line will be installed along the road to connect two new sewer manholes in the south access road on the property to the existing manhole which is maintained by Central Davis Sewer District. Each lot of the proposed subdivision will be supplied with a standard sewer lateral connecting to the new sewer line in the access road. All manholes, lines, and laterals will be installed according to Central Davis Sewer District's regulations.
3. Existing storm water drain lines along the south side of the property and in 1075 West street will provide the proposed subdivision with the storm drain lines that are needed. In addition to these lines, a detention pond will be installed in the south-west corner of the property to provide additional water runoff protection for the existing subdivisions to the south.
4. No portions of this property are included in the most recent flood insurance rate maps that are prepared and provided by FEMA (FIRM Map #49011C0243E).
5. Total acreage of the proposed development: 1.036
6. It is proposed that a change in zoning classification is necessary from Agricultural (A) to Large Residential (LR) and the appropriate application has been submitted.

LEGEND

| | |
|------------------------|-----|
| PROPERTY LINE | --- |
| ADJACENT PROPERTY | --- |
| ROAD CENTERLINE | --- |
| EXISTING LINE | --- |
| EDGE OF PAVEMENT | --- |
| CLUB, GUTTER, SIDEWALK | --- |
| FENCE LINE | --- |
| WALL | --- |

Client: **JOEY GREEN**
 Contact: **joeygreen@gmail.com**
 Phone: **(801) 633-1917**
 Address: **Address**
 City, UT Zipcode

1475 South 600 West
 Woods Creek, UT 84010
 Phone: (801) 298-2236
 www.intellus.com



MONTEREA SUBDIVISION

1075 SOUTH
 ZONING: AGRICULTURAL (A)
 LOCATED IN THE
 FARMINGTON CITY, DAVIS COUNTY, UTAH

DATE: 08/11/2011
 APPROPRIATE: 08/11/2011
 PREPARED BY: J. GREEN
 CHECKED BY: J. GREEN

C200
 RECORDING PLAT



Entellus

1475 South 600 West
Provo, UT 84601
Phone: 801.733.2266
www.entellus.com

PRILINGRANT CONTRACTING

MONTEREA SUBDIVISION

10/1/15 IN W
10/1/15 IN W

LOCATED IN THE ANTIPOLO DIVISION (I.E. N.W. S.W. S.E. & S.W.)
PARADISE CITY, BAY COUNTY, TEXAS

C200

PRILINGRANT FLAT



2139 S. 1260 W.
Salt Lake City, UT 84119

801-456-3847
wcg.us

TECHNICAL MEMORANDUM

Date: Wednesday, January 5, 2022
To: Dave Peterson, Community Development Director
Shannon Hansell, City Planner and GIS Specialist
Lyle Gibson, Assistant Community Development Director and City Planner
From: Tim Taylor, P.E., PTOE
Subject: **Monterra Subdivision Sight Distance Assessment - 1875 North 1075 West**

Per the City's request, we've reviewed sight distance conditions associated with the 1075 West Street access to the proposed Monterra Subdivision.

Our assessment and field inspection show that there is adequate sight distance for both the left and right-turn movements from the proposed 1075 West Street access based on a design speed of 35 mph on 1075 West Street.

Looking to the north, there is approximately 385 feet of available sight distance. Limitations are related to horizontal and vertical curvature conditions along and immediately adjacent to 1075 West Street. Looking to the south, there is approximately 450 feet of available sight distance in this direction, which is only limited by vegetation during summer months.

For left-turns from the access, the required sight distance is 350 feet. For right-turns, the required sight distance is 370 feet.

Our sight distance assessment is based on the methodology set forth in the American Association of State Highway and Transportation Officials *A Policy on Geometric Design of Street and Highways*, 2018, 7th Edition (AASHTO Green Book) and the following inputs:

- 9% grade on 1075 West Street adjacent to the proposed development
- Decision point of the departure sight triangle on the proposed access is 14.5' from the edge of the traveled way (white edge line) on 1075 West with a driver eye height of 3.5'
- 3.5' object to be seen height located in the center of the approaching lane

Please contact us if you have questions or need additional information.

EAG
DIVISION ARCHITECTURAL GROUP



CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

NEW BUSINESS: Amendment Number 2 to the Park Lane Commons Development Agreement

ACTION TO BE CONSIDERED:

Move that the City Council approve the enclosed Second Amendment to the Supplemental Development Agreement for the Park Lane Commons Project subject to staff and developer verifying that the legal description set forth in Exhibit A is correct, and final critique, and review as to form, by the City Attorney.

GENERAL INFORMATION:

See enclosed staff report prepared by David Peterson, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: February 15, 2022

SUBJECT: **Amendment No. 2 to the Park Lane Commons Development Agreement (PMP-4-21)**

RECOMMENDATION

Move that the City Council approve the enclosed Second Amendment to the Supplemental Development Agreement for the Park Lane Commons Project subject to staff and developer verifying that the legal description set forth in Exhibit A is correct, and final critique, and review as to form, by the City Attorney

BACKGROUND

On January 18, 2022, after receiving a recommendation from the Planning Commission, four members of the City Council and the Mayor, on a 3 - 2 vote, approved an application from Park Lane Commons LLC to replace commercial space with 56 dwelling units/apartments subject to the following conditions:

- 1) The City and the applicant shall enter into an agreement to amend the Park Lane Commons PMP and development agreement, and the exhibits thereto, to include, among other things, updates referenced in paragraphs 6 – 11 of the Developer Memorandum 12.13.21, and the City Attorney must review and provide a recommendation regarding paragraphs 12 and 13 of the same.
- 2) The developer shall set aside at least 10% of the total number of dwelling units as deed restricted affordable housing for low to moderate income households as per the standards set forth in the Zoning Ordinance.
- 3) The applicant shall provide a reciprocal parking access easement and a parking management plan acceptable to the City encompassing the areas shown in the tables set forth in the staff report.

Findings:

1. Notwithstanding the additional 56 dwelling units, commercial/non-residential development remains the predominate use in the Park Lane Commons PMP area consistent with the mixed-use goals, objectives, and purposes of the General Plan and Zoning Ordinance.
2. The tax increment for the area will remain unchanged if the application is approved as requested.
3. The applicant will provide deed restricted affordable dwelling units to help meet the housing needs of low to moderate income households in the community.

Supplemental Information

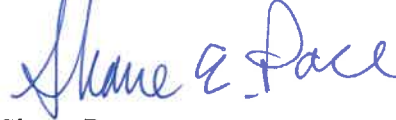
1. Vicinity Map
2. Second Amendment to the Supplemental Development Agreement for the Park Lane Commons Project.

Respectively Submitted

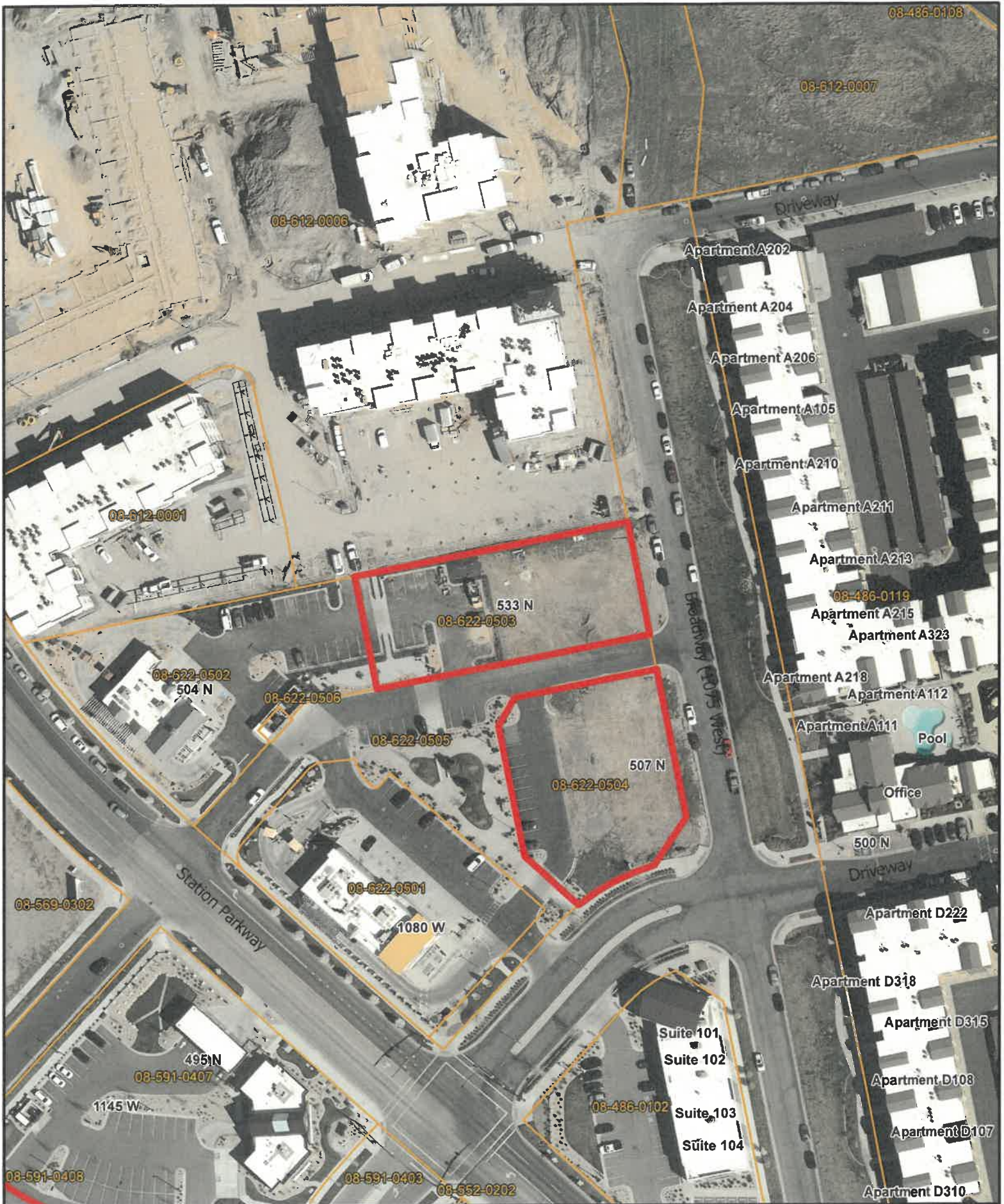


David Petersen
Community Development Director

Review and Concur

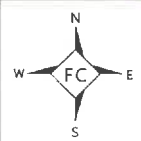
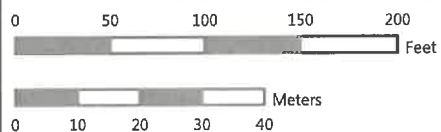


Shane Pace
City Manager



VICINITY MAP

Park Place Living



Disclaimer: This map was produced by Farmington City GIS and is for reference only. The information contained on this map is believed to be accurate and suitable for limited uses. Farmington City makes no warranty as to the accuracy of the information contained for any other purposes.

SECOND AMENDMENT TO
SUPPLEMENTAL DEVELOPMENT AGREEMENT
FOR THE PARK LANE COMMONS PROJECT

This second amendment to Supplemental Development Agreement for the Park Lane Commons Project (this "*Amendment*") is made this ____ day of _____, 20____, by and between PARK LANE COMMONS LLC a Utah limited liability company ("Developer"), and FARMINGTON CITY, a Utah municipal corporation (the "City"). Developer and City shall be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

- A. The Parties entered into that certain Supplemental Development Agreement for the Park Lane Commons Project, dated June 23, 2014 (the "Development Agreement"), and first amendment thereto on January 2, 2016, in connection with the development and use of the Property described on Exhibit A attached hereto and incorporated herein.
- B. Developer applied (#PMP-4-21) to amend the Development Agreement and Park Lane Commons Project Master Plat (PMP) to change the use on Lots 503 and 504 of the Park Lane Commons – Phase 5 subdivision from commercial to residential. The City approved the Developers application on January 18, 2022, subject to a number of conditions, including but not limited to, its approval of an amendment to the Development Agreement.
- C. The Parties desire to amend the Development Agreement pursuant to the terms and conditions set forth below.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1) Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.
- 2) Effective Date of Amendment. This Amendment shall be effective as of the date that the City approves the building permits for the apartments on lots 503 and 504 of the Park Lane Commons – Phase 5 subdivision. In the event the City does not approve the building permits on or before December, 31 2022, the Parties agree that this Amendment shall terminate and be of no further force or effect, and the Development Agreement shall continue unaffected by this Amendment.
- 3) Exhibit A-1. As of the Effective Date, "Exhibit A-1" of the Development Agreement is hereby deleted in its entirety and replaced with Exhibit A-3 attached hereto and incorporated herein, by reference.

- 4) Exhibit B. As of the Effective Date, that first part of “Exhibit B” of the Development Agreement, which does not include Attachments 1, 2, and 3, is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto and incorporated herein, by reference.
- 5) Attachment 1. As of the Effective Date, Section 1.1.1.3 Area B (TMU) of the Development Agreement shall be amended to add residential to specific lots 503 and 504 of the Park Lane Commons – Phase 5 subdivision of Area B as an allowed use.
- 6) Attachment 2. As of the Effective Date, attachments 2-1 and 2-2 and 2-3 and 2-5c that are part of Attachment 2 of the Development Agreement are deleted in their entirety and replaced with exhibits 2A-1, 2A-2, 2A-3 AND 2A-5c.
- 7) Attachment 3. As of the Effective Date, attachments C1 and C2 that are part of Attachment 3 of the Development Agreement are deleted in their entirety and replaced with exhibits C1A and C2A.
- 8) Exhibit C. As of the Effective Date, exhibit ART 2.0 that is part of “Exhibit C” of the Development Agreement are deleted in its entirety and replaced with exhibit ART 2.0A.
- 9) Ratification of Development Agreement. Except as expressly modified by this Amendment, the Parties hereby ratify the Development Agreement and agree that the Development Agreement shall remain in full force and effect.
- 10) Amendment to Development Agreement. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including all prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.
- 11) Defined Terms. Capitalized terms used in this Amendment which are not otherwise defined herein shall have the same meanings given to such terms in the Development Agreement.
- 12) Counterparts. This amendment may be executed in counterparts and signed separately by the parties hereto, which when taken together shall constitute one original document. Signatures may be delivered electronically via email or by overnight delivery, and in either case shall bind the parties to this Amendment.

In Witness Whereof, the Parties have executed this Amendment as of the date first written above.

CITY:

FARMINGTON CITY,
A Utah municipal corporation

By: _____
Name: _____
Its: Mayor

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20__, personally appeared before me
_____, as Mayor of the FARMINGTON CITY, a Utah municipal corporation, and
acknowledged to me that said corporate executed the same.

NOTARY PUBLIC

DEVELOPER:

Park Lane Commons, LLC
a Utah limited liability company

By: _____
Name: Richard Haws
Its: Manager

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20__, personally appeared before me
_____, as _____ of PARK LANE COMMONS LLC a Utah limited liability company,
and acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

EXHIBIT A- Legal Descriptions

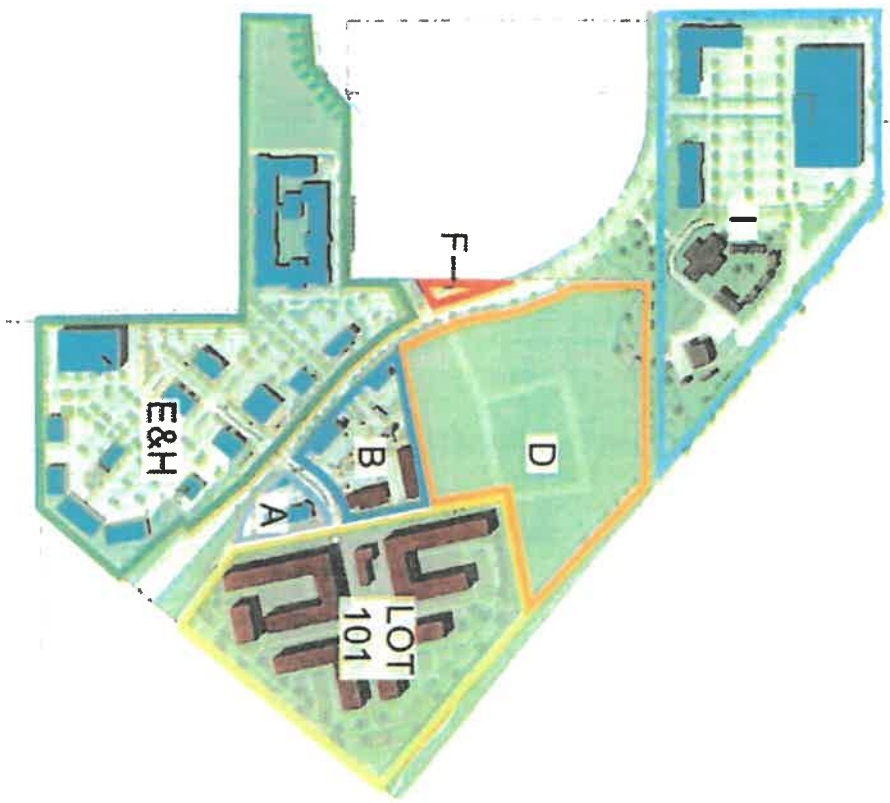
All of Parcels A, F and B, PARK LANE COMMONS, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.

All of Parcels E & H, PARK LANE COMMONS PARCELS E AMENDED AND H, according to the Official Plat thereof, recorded in the Office of the County Recorder of DAVIS County, State of Utah.

PARCEL I - Beginning in the North line of Burke Lane at the Southwest corner of Lot 1, Block 34, Big Creek Plat, Davis County Survey, and running thence North 40 Rods, thence East 35.5 Rods, M/L, to the W'LY line of a Railroad Right of Way; thence SE'LY 834 ft., M/L, ALG SD Railroad, thence South 9 Rods to the N line of SD lane; thence West 82 Rods; M/L, to the POB. Containing 16.19 acres.

Exhibit A-3

EXHIBIT A-3



Park Lane Commons
Farmington, Utah
MAY 2014

PARK LANE COMMONS

PROJECT SUMMARY

| AREA | USE |
|---------|-------------|
| LOT 101 | TRU |
| D | TOWN |
| B | TOWN |
| A | TOWN |
| F | GAU |
| E&H | GAU |
| I | GAU |
| | OPEN SPACE* |

* OPEN SPACE RELATED TO CREEK AND TRAIL IMPROVEMENTS SEE DEVELOPMENT AGREEMENT

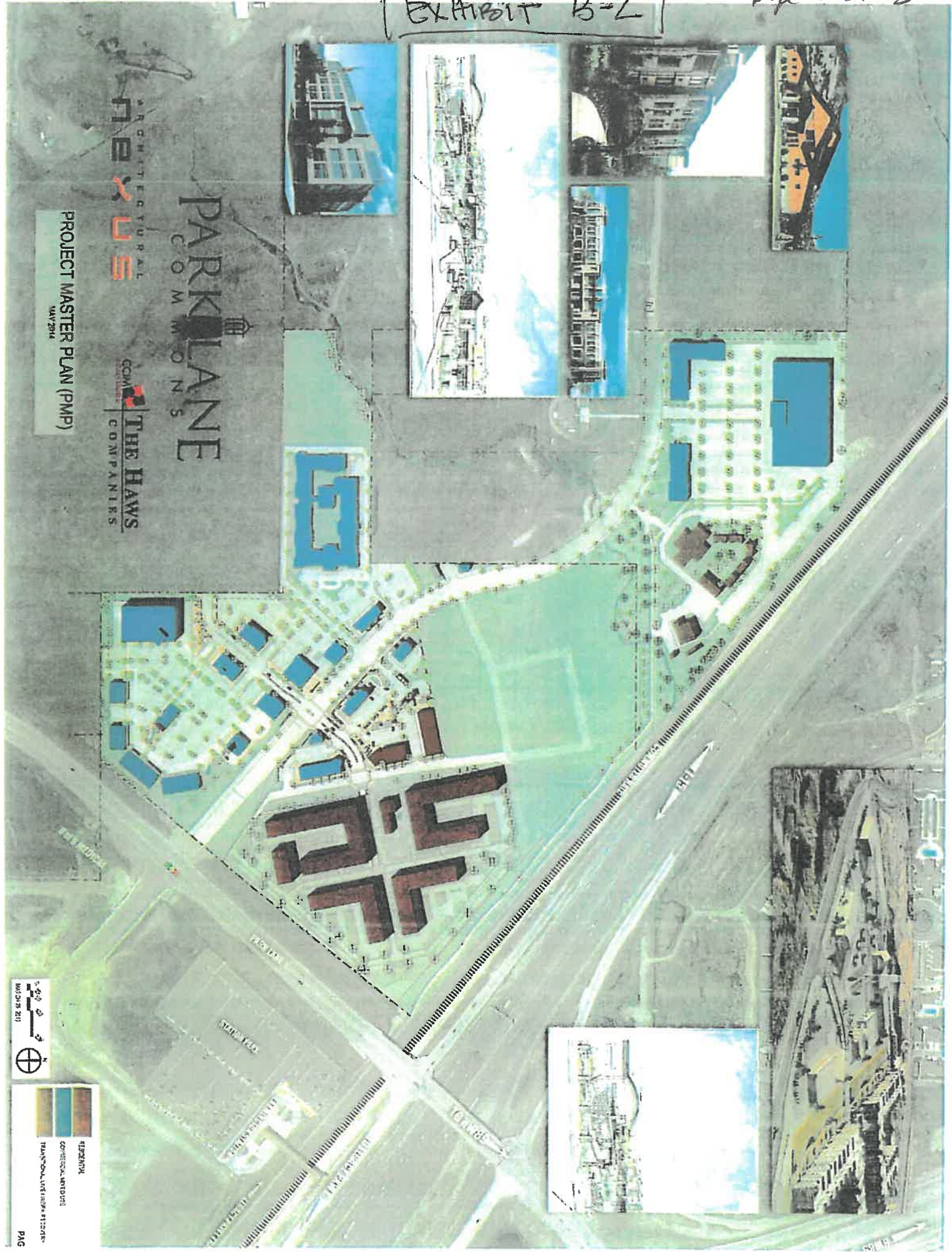
THE HAWKS
ARCHITECTURAL
COMPANIES
nexus

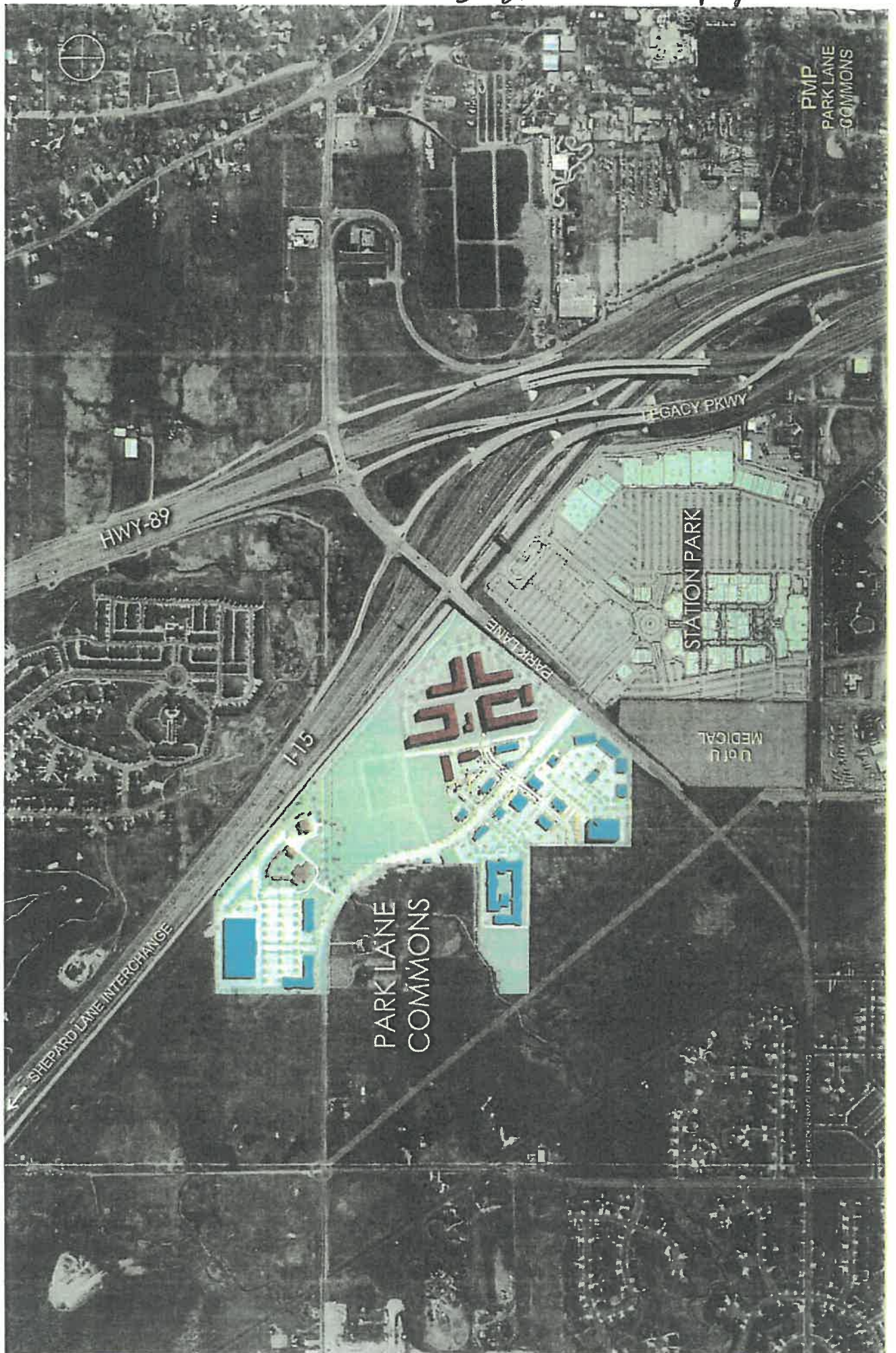
ARCHITECTURAL
MEUS

PARKLANE
COMMONS

GCMA
THE HAWKS
COMPANIES

PROJECT MASTER PLAN (PMP)
MAY 2014





PROJECT SUMMARY

| AREA | USE |
|---------|-------------|
| LOT 101 | TMU |
| D | TMU |
| B | TMU |
| A | TMU |
| F | CMU |
| E&H | GMU |
| I | OMU |
| | OPEN SPACE* |

* OPEN SPACE RELATED TO CREEK AND TRAIL IMPROVEMENTS. SEE DEVELOPMENT AGREEMENT.

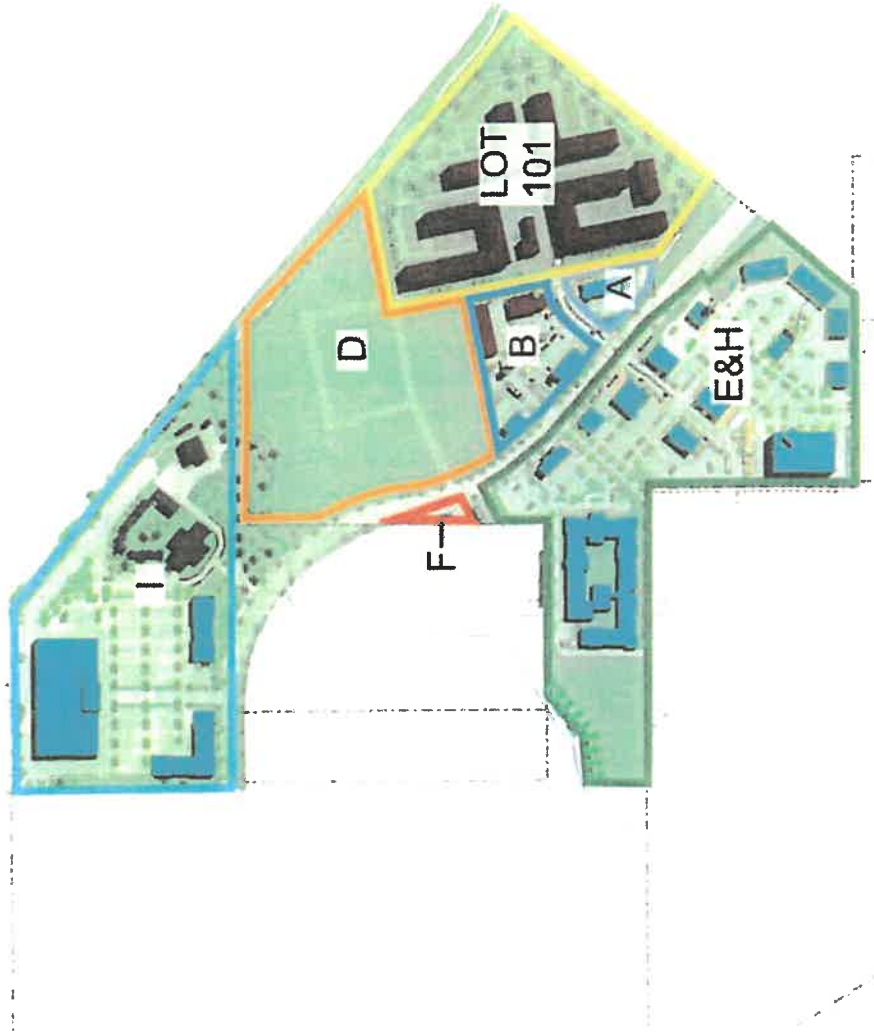
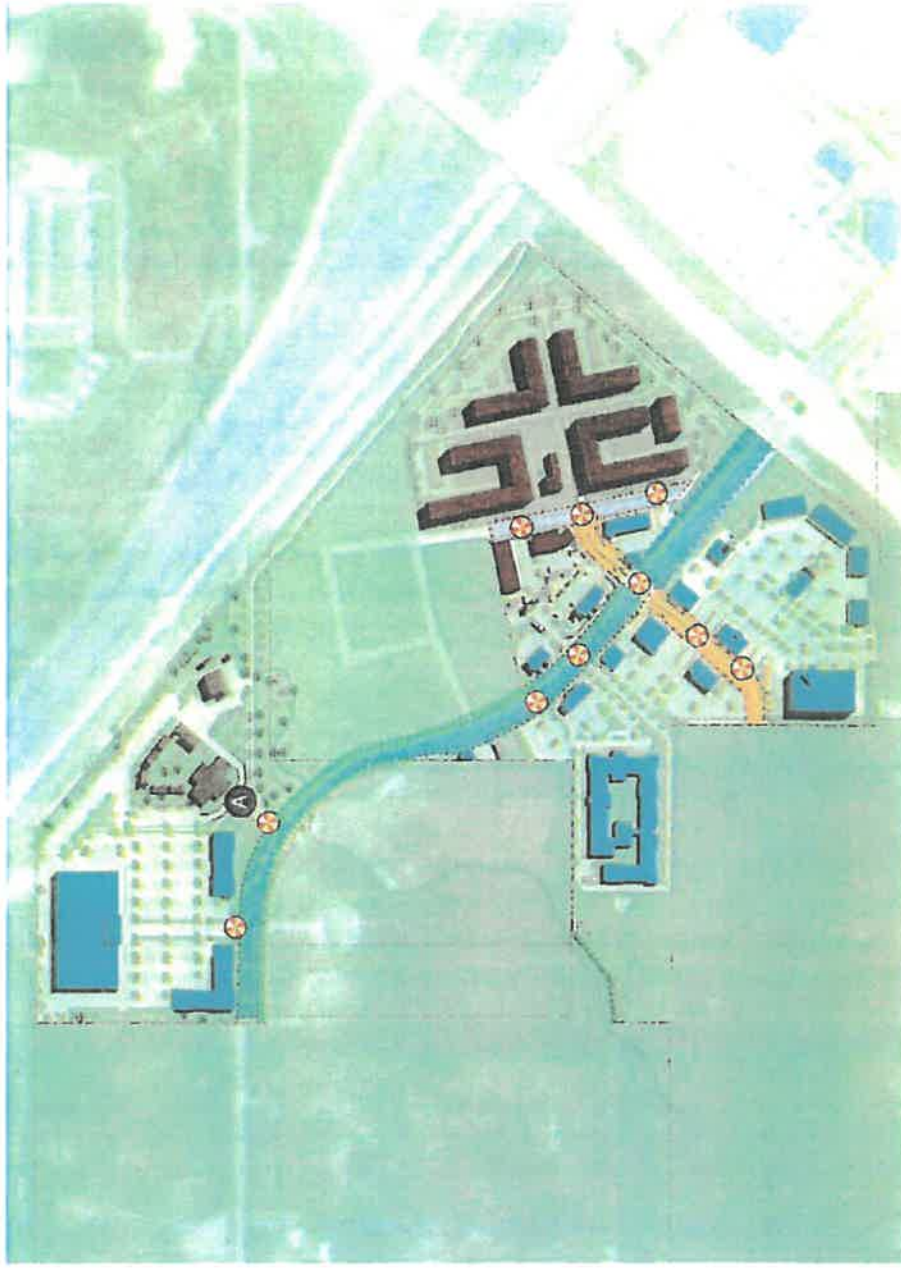


Exhibit 2-A

LEGEND

-  PROPOSED ACCESS
-  STREET FRONTAGE IMPROVEMENTS ALONG STATION PARKWAY
-  STREET FRONTAGE IMPROVEMENTS ALONG GRAND AVENUE
-  STREET FRONTAGE IMPROVEMENTS ALONG BROADWAY
-  STREET IMPROVEMENTS ALONG STATION PARKWAY BY OTHERS
-  CREEK AND TRAIL IMPROVEMENTS PER DEVELOPMENT AGREEMENT
-  POINT A





LEGEND

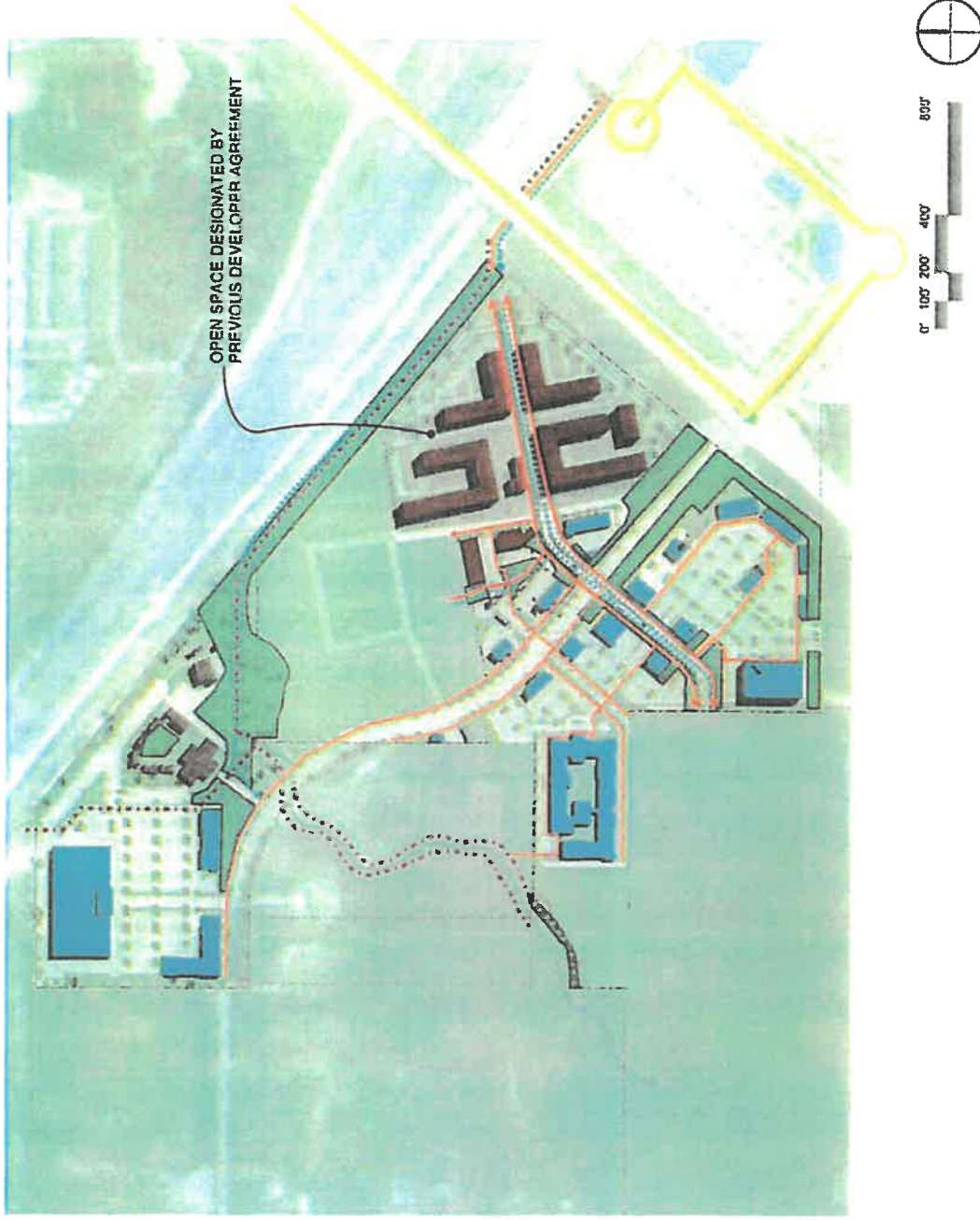
| | |
|--|-------------------------|
| | FREEWAY |
| | ARTERIAL |
| | COLLECTOR |
| | NEIGHBORHOOD ROAD/LOCAL |
| | FUTURE CONNECTION |
| | PEDESTRIAN TRAIL SYSTEM |
| | POINT A |

-IT SHOULD BE NOTED THAT SOME STREETS WILL BE INITIALLY DEVELOPED AS TO BUILD ZONES THAT ADJACENT DEVELOPMENT CAUSES THE NEED FOR A RIGHT-OF-WAY.

LEGEND

| | |
|--|-------------------------|
| | PEDESTRIAN CONNECTIONS |
| | BICYCLE CONNECTIONS |
| | BUS ROUTE |
| | PEDESTRIAN TRAIL SYSTEM |
| | OPEN SPACE |

ADDITIONAL OPEN SPACE WILL BE
COMPRISED OF LANDSCAPING AROUND
PERIMETER OF BUILDING FOOTPRINTS





The amended and approved regulatory plan intent has been matched as shown by the overlay. Flexibility in the final location of the road network will accommodate open space and wetlands and will be defined by the site plans that develop with future tenants.

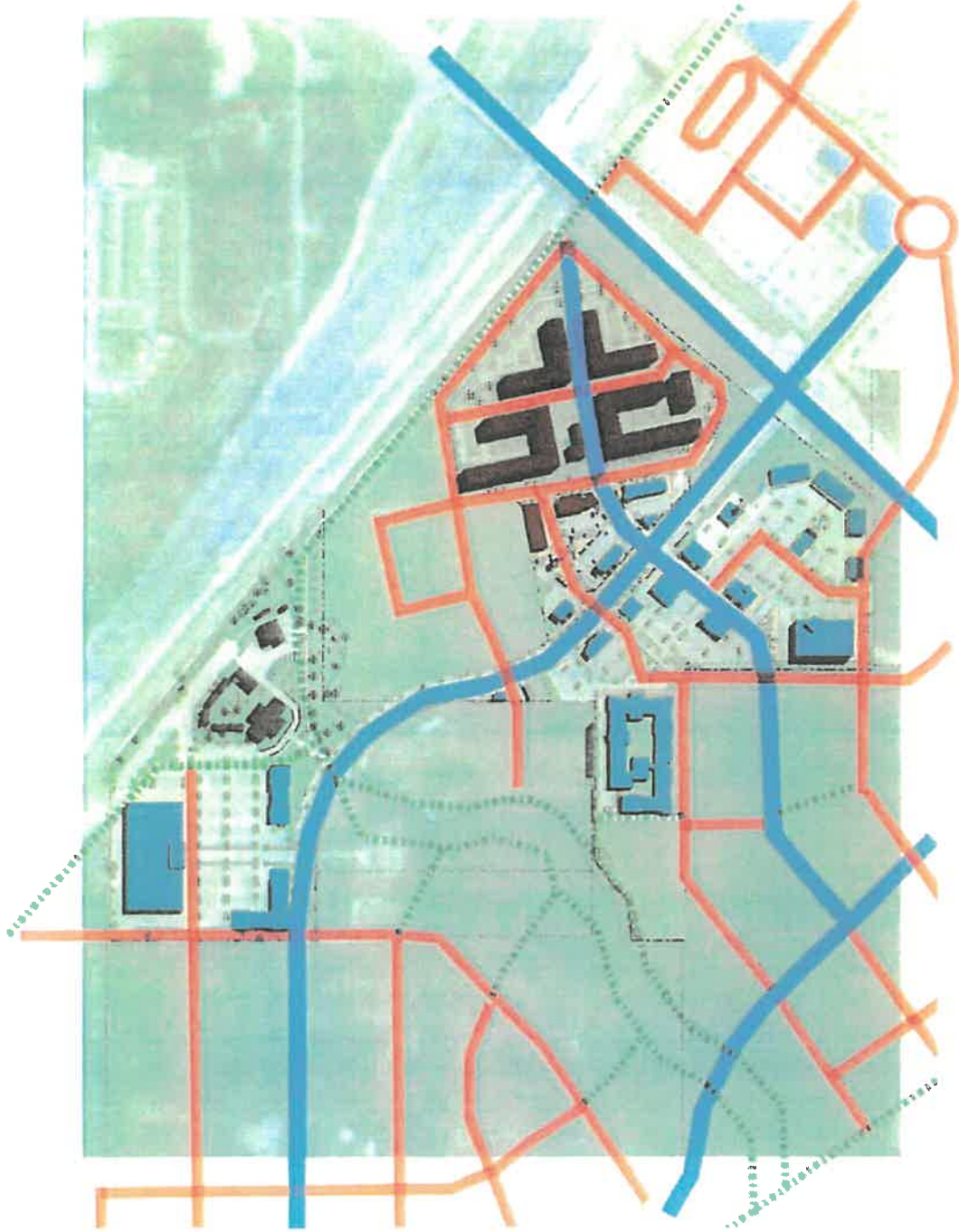
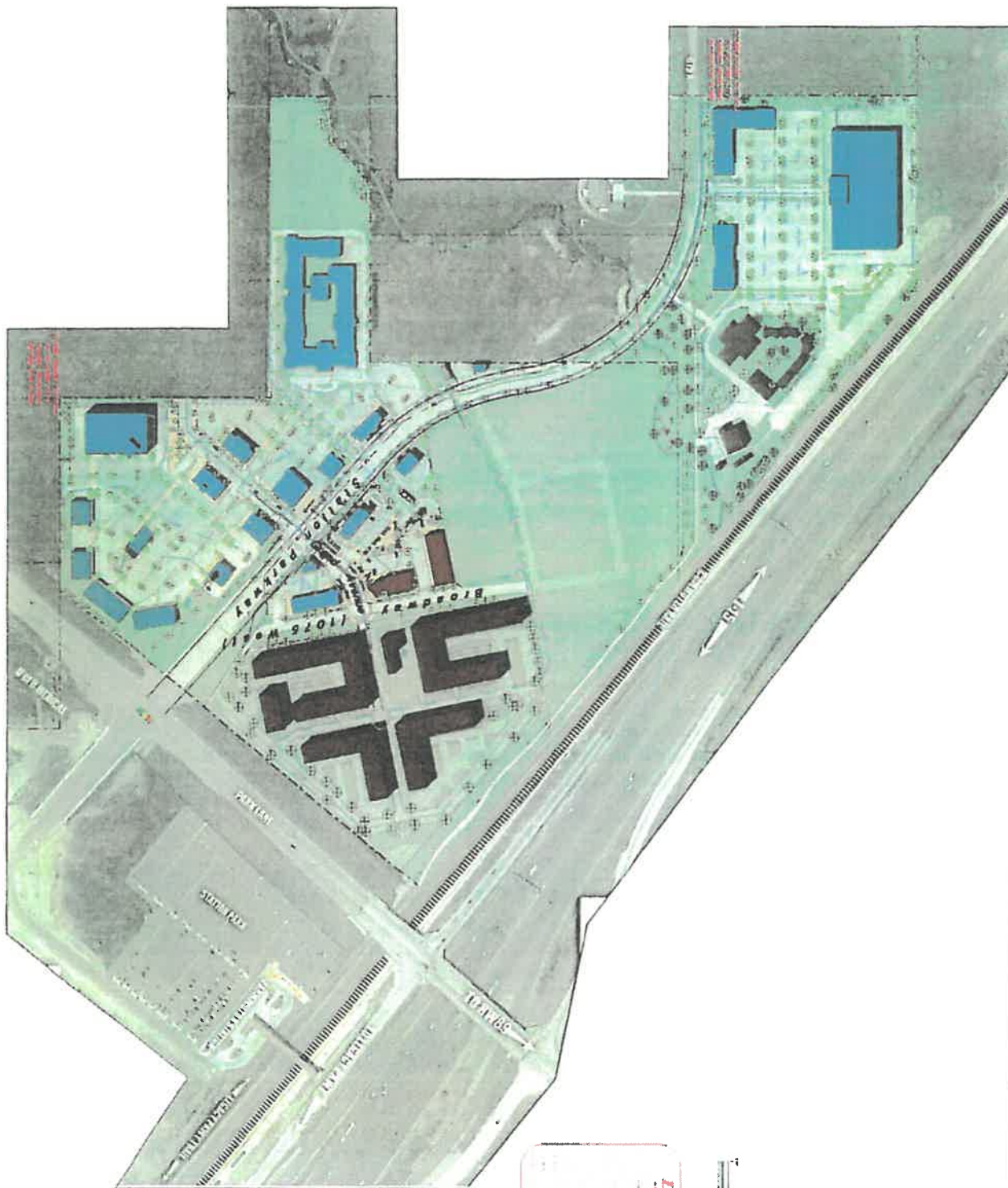


EXHIBIT 3-A





WEST BOUND VIEW

YESCO

DESIGN

1805 South Diamond Rd.
Salt Lake City, UT 84104
801.487.8491

www.yesco.com

2014 YESCO, ALL RIGHTS RESERVED

This plan and report are prepared by YESCO for the client and are not to be used for any other purpose without the written consent of YESCO. The client agrees to hold YESCO harmless from any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising from the use of this plan and report for any purpose other than that for which it was prepared.

Revisions

Approval

Project Info.
FARMINGTON, UT.

Date: 6-17-2014

PARK LANE COMMON
42107 R1

ART 2.0A

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

NEW BUSINESS: Settlement Agreement between Brent Wride and Farmington City regarding Greens Conservation Easement

ACTION TO BE CONSIDERED:

Move to approve the Settlement Agreement between Brent Wride and Farmington City on the Farmington Greens Conservation Easement

GENERAL INFORMATION:

See enclosed staff report prepared by Shane Pace, City Manager

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

CITY COUNCIL STAFF REPORT

To: Mayor and City Council
From: Shane Pace, City Manager
Date: February 8, 2022
Subject: Settlement Agreement for Brent Wride Vs. Farmington City

RECOMMENDATION(S)

Move to approve the Settlement Agreement between Brent Wride and Farmington City on the Farmington Greens Conservation Easement

BACKGROUND

This lawsuit, started in 2016, is finally concluding based on negotiations over the last six month between the City and Brent Wride. This is the best outcome possible considering the intricacies of this lawsuit. The City will continue to own the land and maintain the conservation easement. The City will be able to move forward with maintaining the drainage system in the open space and The Avenues project will be able to finish its development and eliminate the temporary retention pond. This settlement agreement also clarifies what storm water will flow through the open space.

Respectfully submitted,

Shane Pace
City Manager

Brent D. Wride (5163)
146 South 1225 West
Farmington, Utah 84025
bwride@rqn.com
(801) 323-3365
Attorneys for Plaintiffs

**IN THE SECOND JUDICIAL DISTRICT COURT
STATE OF UTAH, DAVIS COUNTY**

A.J. GREEN, an individual, and
BRENT D. WRIDE, an individual,

Plaintiffs,

vs.

FARMINGTON CITY CORPORATION, a
Utah governmental entity

Defendant.

STATUS REPORT

Case No. 160700379

Judge David Hamilton

The plaintiffs have reached a settlement agreement. The agreement will be presented to the Farmington City Council for approval on February 15, 2022, and the parties will then submit a stipulation for dismissal of this action with prejudice.

DATED this 8th day of February, 2022.

/s/ Brent D. Wride

Brent D. Wride

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that on February 8, 2022, the foregoing **STATUS REPORT** was filed with the clerk of the Court using the Court's ECF system, which sent a copy by e-mail to:

Todd J. Godfrey, tjgodfrey@mhlaw.net
Jayme L. Blakesley, jblakesey@mhlaw.net

/s/ Brent D. Wride

1566539

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and among A.J. Green and Brent Wride, both individuals and residents of Farmington, Utah at the time of filing (collectively, “Plaintiffs”), and Farmington City Corporation, a Utah governmental entity (“City”) on this ____ day of February, 2022 (the “Effective Date”). The foregoing entities are collectively referred to as the “Parties.”

I. RECITALS

A. On or about April 15, 2016, Plaintiffs filed a Complaint, as amended on April 22, 2016 (collectively, the “Complaint”), against the City to enforce that certain Conservation Easement and Declaration of Restriction which was recorded on December 4, 2006, in the Office of the Davis County Recorder as Entry No. 1893292, at Book 3341, pages 1691 et seq. (the “Conservation Easement”) in the Second Judicial District Court in and for Davis County, State of Utah identified as Case No. 160700379 to which the City filed a Counterclaim against the Plaintiffs (the “Lawsuit”).

B. The subjects of the Lawsuit are the Conservation Easement, the “Preserve” property that is protected by the Conservation Easement, and the properties within the City that drain stormwater into the Preserve. The properties surrounding the Preserve are identified in Exhibit A to this Agreement.

C. The Parties enter into this Agreement for the purpose of settling and resolving all disputes related to the Lawsuit so as to avoid the expense and inconvenience of litigation and to fully and finally settle and resolve any and all potential or purported claims arising out of or relating to the Lawsuit.

Therefore, in consideration of the mutual promises and covenants hereinafter contained and for other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby contract and agree as follows:

II. AGREEMENT

1. Payment. Within thirty (30) days of the Effective Date, the City shall pay Defendants the sum of one-thousand three-hundred and sixty dollars (\$1,360.00);

2. Conveyance of Property. Within ninety (90) days of the Effective Date, Brent Wride shall pay the City the sum of one-thousand dollars (\$1,000.00) which sum the Parties hereby agree represents fair market value for the triangular-shaped real property described in Exhibit B to this Agreement (“Triangle Property”). Upon receipt of payment, the City shall sign and record a Quit Claim Deed conveying to Brent Wride the real property.

3. Detention Basins. The City shall not construct storm water detention basins within the Preserve.

4. Maintenance. The City may continue to access the Preserve to clean and maintain the existing drainage system so it flows properly.

5. Conservation Easement. The City shall respect and follow the terms of the Conservation Easement except as they may need to be interpreted or modified consistent with the terms of this Agreement. Plaintiffs will support amendment of the Conservation Easement to ensure stormwater may flow into the Preserve consistent with this Agreement.

6. E & H Land. When the E & H Land north of the Preserve is developed, the City shall require the property owner and developer to implement an on-site stormwater management system such that no stormwater from the E & H Land will be directed toward the Preserve.

7. Stormwater Drainage. With respect to stormwater from the properties surrounding the Preserve, the Parties agree as follows:

a. Station Park and Cabela's. The City shall continue to manage its stormwater management system such that as much stormwater as possible from the Station Park and the Cabela's property will be detained and released into the Preserve at a slower rate.

b. Cabela's. The entire Cabela's property may continue to drain into the Preserve, subject to the conditions of paragraph (6)(a), above.

c. Avenues at the Station. Stormwater from Avenues at the Station and the triangle-shaped property directly south of it may drain into the Preserve undetained.

d. Adjacent Properties. Except as specifically stated in this agreement, all stormwater from areas surrounding the Preserve may continue to flow and be managed as is described in the diagram attached as Exhibit C to this Agreement.

8. Dismissal. Within a reasonable time of payment and conveyance of the right-of-way, counsel will cooperate in dismissing the Case with prejudice.

9. General Release. Subject to the performance of the terms and conditions of this agreement, each party, with the intention of legally binding itself, hereby forever releases and discharges all other Parties to this agreement and all Parties involved in this Case from any and all claims, disputes, losses, demands, actions, causes of action, damages, compensation, costs, fees, expenses, contracts, covenants, obligations, debts, and liabilities of every kind and nature whatsoever, presently known or unknown, which arose prior to the Effective Date and relate to and arise out of the claims made in the Case. Notwithstanding the foregoing release, the Parties do not release any claims arising out of the express terms and obligations contained in this agreement. The Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to finally and forever settle and release any and all claims they have or may have, notwithstanding the discovery or existence of any such additional or

different facts, as to which the Parties expressly assume the risk, they freely and voluntarily give the release as set forth above.

10. Costs. All Parties to this agreement shall bear their own costs, expenses, and attorney fees incurred to date and in connection with or relating to the execution of this agreement.

11. Attorneys Fees. If any legal action or proceeding is brought in connection with this agreement or to enforce any of the Parties' obligations contained herein, the prevailing party in such legal action or proceeding shall be entitled to recover its reasonable attorneys fees and other costs incurred in that action or proceeding against the non-prevailing party.

12. Successors and Assigns. This agreement shall be binding on, and shall inure to the benefit of, the Parties to this agreement and their respective successors and assigns.

13. Governing Law. This agreement shall be construed in accordance with the laws of the State of Utah and any action for enforcement of the releases contained herein, or otherwise arising out of the terms and conditions of this agreement shall be brought in state or federal courts located in the State of Utah.

14. Entire Agreement. This agreement constitutes the entire agreement of the Parties relating to its subject matter and is meant to integrate any previous agreement, oral or written. No modification or amendment of this agreement shall be of any force or effect unless in writing and executed by the party or Parties against whom enforcement is sought. Except as expressly set forth in this agreement, the Parties hereto have not made and make no other representations, warranties, settlements, promises, or agreements to each other.

15. Authorship. The Parties have participated jointly in the negotiation and drafting of this agreement. In the event that an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

16. Authority. By signing this Agreement, the Parties represent and warrant that they have the full power and authority to execute this agreement and bind all successors, assignees, transferees, heirs, estate and children, as applicable, and that none of the claims released hereby have been assigned to, or encumbered for the benefit of, any third person.

17. Additional Acts. The Parties agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this agreement.

18. Wrongdoing. No action taken in connection with the resolution and settlement of the Case or the execution of this agreement shall be deemed or construed to be an admission of wrongdoing, fault or liability on the part of any of the Parties in connection with any matter or

thing, all of which are expressly disclaimed. This agreement is entered into as a good faith compromise of disputed claims and unresolved issues and claims.

19. Influence. The Parties represent and acknowledge to the other that they have not been influenced to any extent in entering into this agreement by any representations or statements made outside this agreement regarding their claims, damages, or other losses, or concerning any other matters, made by the persons, firms, and entities who are hereby released, or by any person or persons representing or employed by the entities who are hereby released. The Parties have relied on and consulted with their own counsel.

20. Counterparts. This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereby execute and cause this Settlement Agreement to be executed, by their duly authorized representatives, as of the date(s) indicated on the lines below.

BRENT WRIDE

By: _____

A.J. GREEN

Date: _____

FARMINGTON CITY

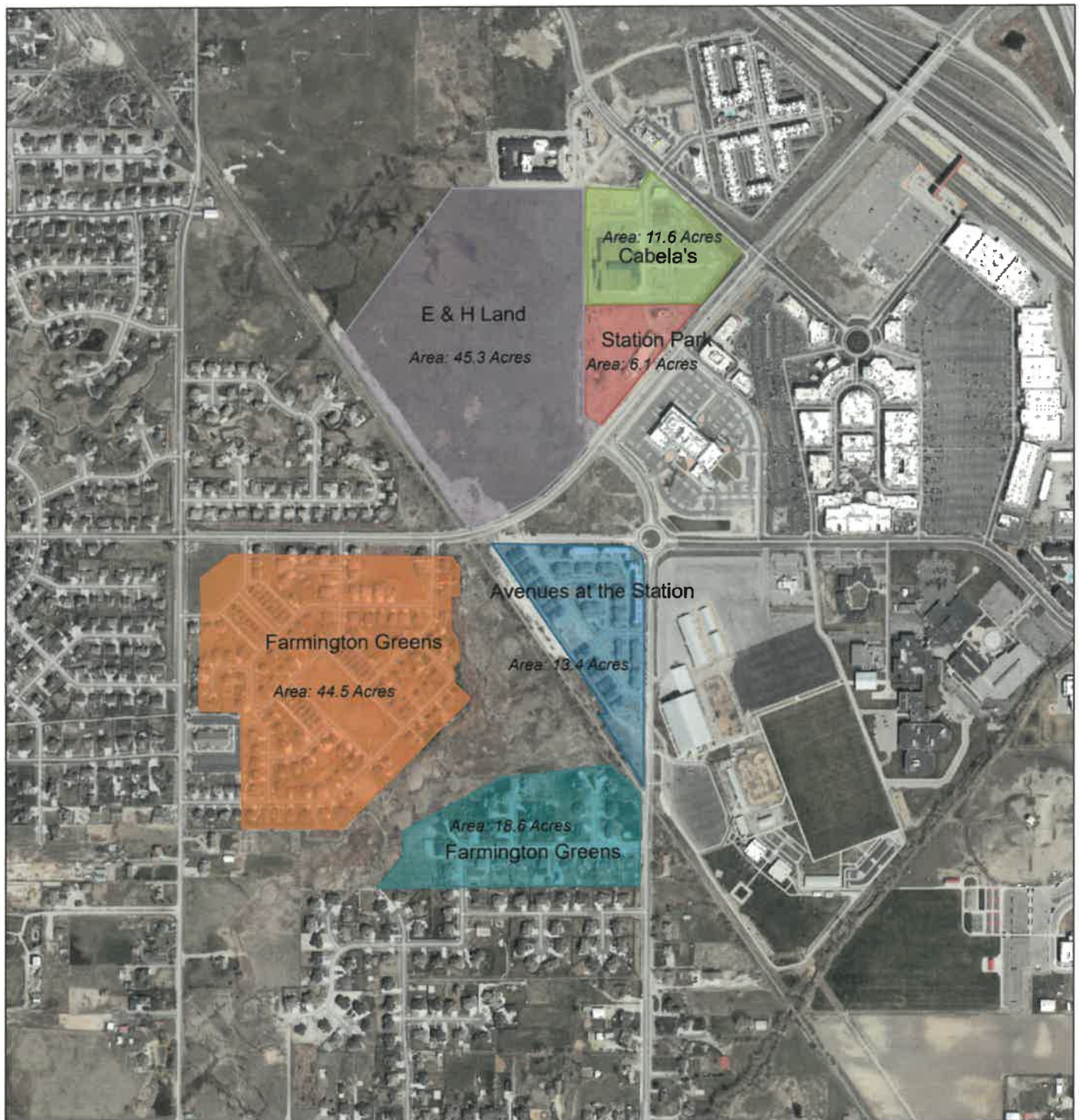
By: _____

Its: _____

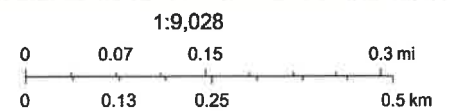
Date: _____

Exhibit A

Detention Basin Drainage Areas



10/5/2018, 10:46:04 AM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Exhibit B

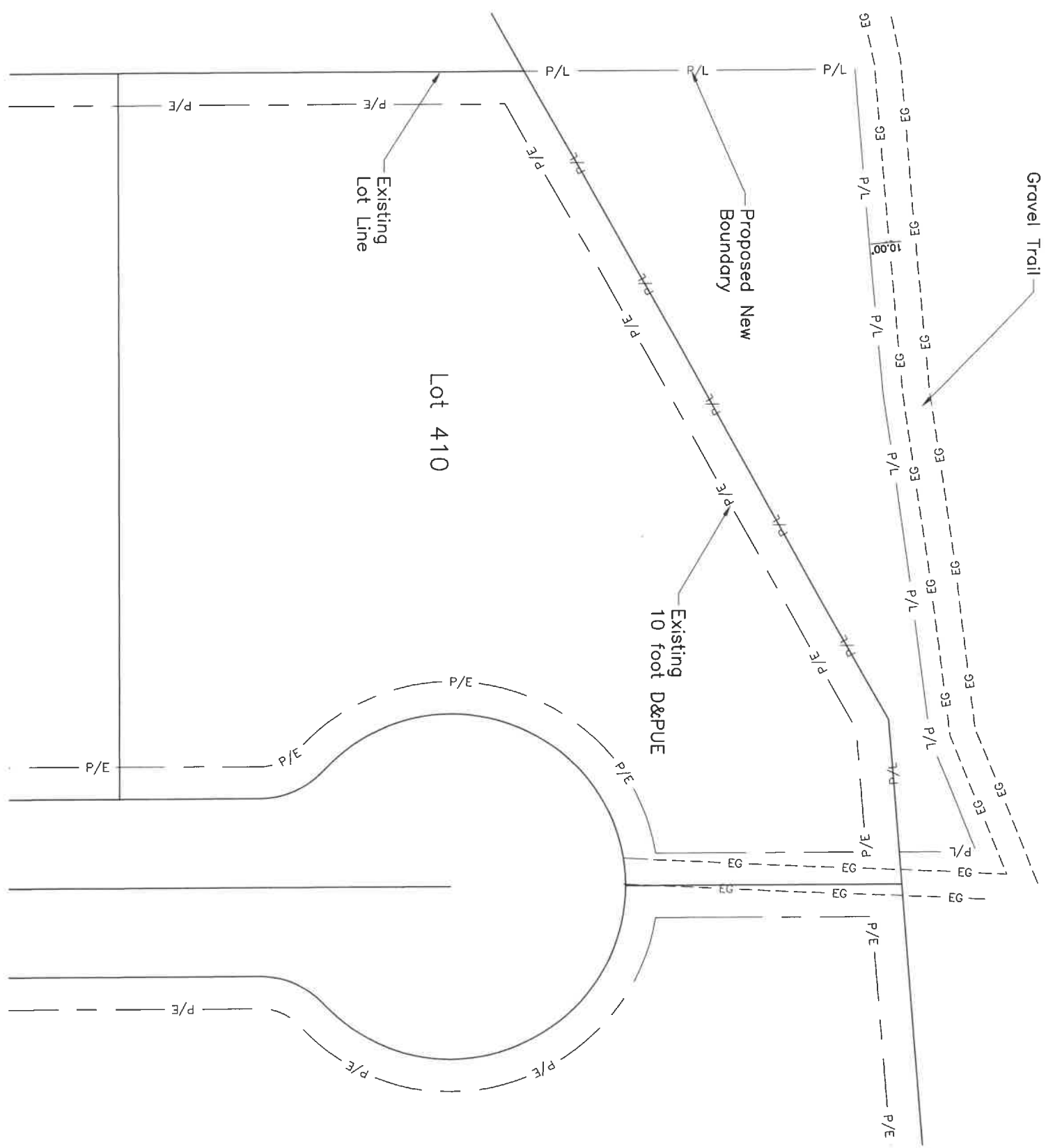
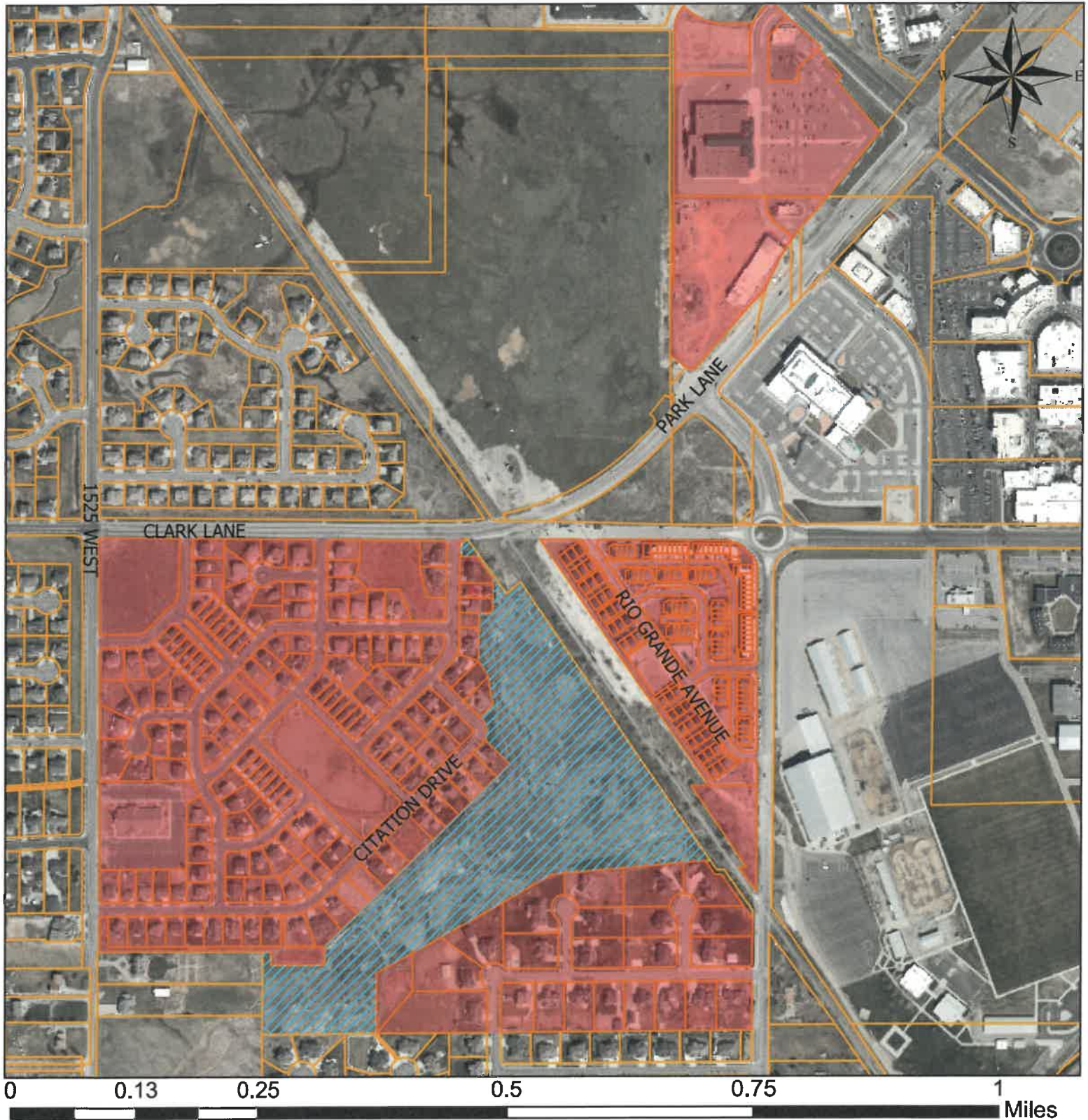


Exhibit C

AREAS DRAINING TO Farmington City Conservation Easement - Parcel 08-074-0078



Developed Regions Draining to Parcel 08-074-0078 (90.8 acres)

Farmington City Parcel 08-074-0078 (22.64 acres)

Davis County Parcels

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes for January 18th
2. Approval of Minutes for February 1st
3. Improvements Agreement with Schuchart Corporation for the Bank of America Development

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY – CITY COUNCIL MINUTES

JANUARY 18, 2022

WORK SESSION

Present:

*Mayor Brett Anderson,
City Manager Shane Pace,
Councilman Scott Isaacson,
Councilwoman Melissa Layton,
Councilman Alex Leeman,
Councilwoman Amy Shumway,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,*

*Assistant Community Development Director
Lyle Gibson,
Finance Director Greg Davis,
Assistant City Manager/City Engineer Chad
Boshell,
City Attorney Todd Godfrey,
Police Chief Wayne Hansen,
Historic Preservation Commission
Chairman David Barney, and
Historic Preservation Commission Co-Chair
Karina Landward.*

Mayor **Brett Anderson** called the work session to order. Councilman **Roger Child** was excused.

HISTORIC PRESERVATION COMMISSION PROPOSAL

Karina Landward, co-chair of the Historic Preservation Commission (HPC), addressed the City Council, noting the presence of Chairman **David Barney**, as well as members **Darren Degraw** and **Charlotte Packer**. The Commission advises the Mayor and Council as to the identification, preservation and protection of the City's historic and architecturally significant resources. Tonight the HPC is proposing to begin the process of having the Main Street Historic District designated locally on Farmington's Historic Landmarks Register. Since 2011, the District has already been recognized at the federal level via the National Register of Historic Places. The southern border of the proposed District is 200 South; the northern border is 600 North.

Out-of-period properties in the area constructed after 1962 are not deemed significant. Contributing properties are historic and/or architecturally significant properties. Farmington City Code Section 11-39-050 contains the requirements for listing a historic resource on the City's register, and how to get a district on the register. Designating a district is different from designating a single home. They want to cast a large net and get a whole group of homes included. To get a district designated, it has to be listed or eligible for the National Register of Historic places. In addition, it has to satisfy two of seven criteria. The Commission believes the district satisfies two of them including: It is an easily identifiable visual feature of its neighborhood or the city because of its positioning, location, age, scale or style, and it contributes to the distinctive quality or identity of its area in such a way that its absence would negatively affect the area's sense of place; and it is associated with persons significant in the founding or development of Farmington City, especially the earliest settler families from 1847 to 1900.

The District reflects the settlement and growth of Farmington and the shift in the economy of the town from a small Mormon farming village to a county commercial center and then a suburban small town. The District area contains the best representation of buildings reflecting the historical development of the City of Farmington. The District is significant because of the variety and concentration of contributing historical commercial, public, institutional and residential architecture. The period of the significance dates from circa 1853 to 1961, and the range of architectural styles and types reflect the growth of the community and the change in influences as the community became less isolated. Early buildings were constructed with locally available materials such as stone, adobe, and log in spare vernacular Classical styles. The railroads brought a greater range of materials and styles in the Victorian age. By the early 20th Century, styles were representative of trends across the State of Utah. The District has the most historically intact collection of buildings in Farmington City, and maintains a cohesive historic streetscape with little modern infill between the historic buildings.

This procedure is geared more towards when an individual property owner wants to get their house listed on the landmarks register and does allow for the HPC to nominate a historic resource. Under City Code, the process for designation is:

1. Formal written request by the property owner or the HPC.
2. An HPC meeting must be held within 30 days of the written request.
3. Affected property owners must be notified of the HPC meeting, but the Code gives no required notice period.
4. The HPC must render a decision and forward its recommendation to the City Council within 14 days of its decision.
5. The City Council may adopt an ordinance to designate an historic resource to Farmington's Historic Landmarks Register.
6. Affected property owners must be notified at least three days prior to the City Council meeting at which the ordinance will be discussed, and shall be allowed to address the Council regarding the designation. It is surprising that the Code provides no other method of objection other than an appeal after the designation goes through. If a property owner doesn't want his property listed, he has to wait until the City Council adopts the ordinance and then challenge it in court. There is no administrative method of appeal or challenge for property owners. They have 30 days from when the City Council adopts the ordinance to go to court. Following designation, a notice must be mailed to the property owners of record, together with a copy of the relevant chapter of the City Code.
7. After designation, the HPC shall record the City Council's ordinance with both the City Recorder's Office and the County Recorder's Office.

The code states informal outreach to property owners can happen at any time. **Landward** passed out a sample letter that could be sent to neighbors and the community to inform them of an upcoming discussion and inviting them to an open house held in person and over Zoom to ask questions. She wouldn't be surprised if a few landowners did not know their property was designated. It will be styled as an informational meeting, and this letter may be the first time they have heard about this.

Community Development Director **Dave Petersen** said three homes in the proposed district are already designated as landmarks. The size of the proposed District can be shrunk, but it is good to start out large. He is not sure if it has to be contiguous. This statute has been in existence

since **Petersen** has been employed by the City. The Clark Lane Historic District is on the west side of State Street between 200 and 400 West. There are also a handful of other designated individual landmarks. He said there is an advantage of doing it all at once instead of individually, which preserves the setting as a whole. The District on State Street occurred all at once. The goal is to preserve the historic fabric of the City before it is too late. The Original Townsite Residential (OTR) adopted 2001-2003 is a zoning ordinance with design guidelines, but not an historic district. Studies show landmark districts raise property values quite a bit and stabilize the property. However, some property owners have attacked designation as a taking.

Landward said there are many pros and cons to an Historic Landmark District, which also protects streetscapes and trees. The pros include: possible tax credits; potential eligibility for grants; assistance from the HPC in pursuing grants and tax credits; property owners taking pride in their resource, and having support in preserving and protecting that resource; and help in preserving the City's history through possible walking tours, etc. This is not an easy process at times, and property owners could use HPC's assistance. Many property owners are excited to have another resource to help them maintain their homes as they already are.

One con is that property owners need the City and Commission to sign off via a "certificate of historic appropriateness" under circumstances such as repairs, alterations, additions, relocations or demolitions that require a building permit or involve a material change in design, material or outer appearance. Another con is that owners must maintain their properties under the bare minimum or they could be fined/penalized for "deterioration by neglect." Owners wouldn't need permission for interior remodeling, but they would for exterior remodeling. Material changes in design are defined in the code, which can be used to approve or deny permission.

Petersen said when the OTR ordinance was initially adopted, there was a lot of public support as well as a few naysayers. However, now there are guidelines and expectations, and property values have gone up. People have moved back downtown, and the infill downtown is of a high quality. Main Street is Farmington's flagship, and there is a need for the City to be proactive before there is significant demolition. The property values in the area could use a lift. However, on the flip side, there are ramifications if a property owner doesn't want to be told what to do with his property. Even if 80% like it, the 20% who don't can cause a lot of friction and concern. Those are the chances the Council take as an elected body moving forward on this.

Landward said it is important the Council "take the temperature" to get a feeling if the property owners would support this move. **Mayor Anderson** said they would revisit this issue as a Council.

DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH PRESENTATION

Davis Behavioral Health (DBH) addressed the Council regarding substance abuse of youth in the community. **Beth Hunsaker** with the DBH's prevention team said the needs of youth can be identified in the SHARP survey that is conducted every two years. Students throughout the state in grades 6, 8, 10 and 12 are given this assessment to figure out what is going on and affecting their health. The assessment dives deep into substance abuse and mental health. When asked how often students are using substances in the last 30 days, 650 in Davis County said they had. Some 400 had used alcohol and 450 had used marijuana. Regarding mental health issues, 4,500 had showed some depressive symptoms in the last year; 2,000 had purposely harmed themselves; and 1,900 had seriously considered suicide. The data is not meant to scare the community, but to

show there is a need in Davis County. **Hunsaker** said that kids are saying they are struggling, and this designated prevention team does have treatment. However, it is good to look at why kids are struggling and what the community can do to help them avoid that in the first place. What is happening upstream that the community can do to reduce risk? The Communities That Care (CTC) is an adopted model with strengths that come from partnering community and key stake holders. In Davis County, there are four CTCs in the north, one in Layton, and two in the south. Farmington, Kaysville, and Fruit Heights are the three cities that do not have CTCs. CTCs can break down county-wide data in order to see what is specific to Farmington High School, and find strategies and ways to help the community have better outcomes.

Prevention Coalition Coordinator **Jess Bigler**, who has worked within South Davis CTCs, addressed the Council. CTCs provide a framework and a coalition to make that framework come alive. It can help build a prevention system in Farmington to prevent what is most widespread in the City. This looks different for every city, as locals guide the work and DBH brings the prevention science to the table. Coalitions are made up of community members, leaders, educators, health care professionals, law enforcement, parents, students, faith leaders, etc. There are five phases backed by the State of Utah and about 40 coalitions statewide, so Farmington would be opting into something that already exists throughout the State.

Bigler said to get started, Farmington leaders would invite DBH to build a coalition and community profile. It is important to go as local as possible and aim for what works. An action plan is implemented and evaluated to see if there are desired outcomes. Prevention science addresses the predictors and risk factors for adolescent problem behaviors. It is important students get help from the community, family, school, and peers to give them support in all domains of their lives. As a community, there is a part to play in helping drop risks and build protection for kids. CTC can't change constitutional factors that children are just born with, and risk factors look different in various parts of the county. The community needs to have clear standards and can provide recognition such as lunch with the mayor and recognition from the police chief. Clearfield City likes to give recreation scholarship to students who can't otherwise afford to be involved. Assistant City Manager/Economic Development Director **Brigham Mellor** said Farmington does that as well.

Bigler said the role of the City is giving approval for DBH to get started working with leadership. The City becomes the key leader advisory council, providing a liaison to meet quarterly to oversee the efforts. DBH would look at the research, come up with a plan, and put together a committee. The City could help paint the picture of the need and the idea of what can be done about it. This program could help Farmington qualify for grant funding that could address police officer wellness and mental health.

City Manager **Shane Pace** said considering demographics, Farmington is very similar to Kaysville and Farmington. It may be worth partnering with them and possibly Red Barn. **Mellor** said this is a case of "an ounce of prevention is worth a pound of cure." Farmington's demographics are changing, and the days of being able to rely on few institutions may be over. This could help address the community's deficiencies. Councilman **Scott Isaacson** suggested Farmington Bay Correctional Facilities as a community partner. **Mayor Anderson** said the Council will discuss this and reach back out to DBH.

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Shane Pace,
Councilman Scott Isaacson,
Councilwoman Melissa Layton,
Councilman Alex Leeman,
Councilwoman Amy Shumway,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Dave Petersen,
Assistant Community Development Director Lyle Gibson,*

*Assistant City Manager/Economic Development Director Brigham Mellor,
Finance Director Greg Davis,
Accountant Kyle Robertson,
Assistant City Manager/City Engineer Chad Boshell,
City Attorney Todd Godfrey,
City Parks and Recreation Director Neil Miller,
Parks Superintendent Colby Thackeray, and
Public Works Director Larry Famuliner (via Zoom).*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order at 7:00 p.m. Councilman **Roger Child** was excused.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Councilwoman **Amy Shumway** offered the invocation, and the Pledge of Allegiance was led by Councilman **Alex Leeman**.

PRESENTATION:

Introduction of New City Councilmember and Administration of Oath of Office

This agenda item will be scheduled on the next regular meeting on February 1, 2022.

Resolution Appointing Colby Thackeray as Parks and Recreation Director

City Manager **Shane Pace** introduced this agenda item. City Parks and Recreation Director **Neil Miller** worked for the City for 29 years and has decided to retire. The City received 29 applications, which were narrowed to a seven, who were interviewed by two panels a couple of weeks ago. That group was narrowed to four, whom were interviewed by **Pace** and **Mayor Anderson**. The best fit was **Colby Thackeray**, who is Farmington's current Parks Superintendent.

Mayor Anderson thanked **Miller** for his service. **Miller** said he started working for the City in 1993 when the City had nine grass areas and 37 acres to maintain. Now, there are 174 acres of grass to maintain. Unlike when he first started, there is a lot more technology in place to help with this position. Farmington has changed, and he has had an incredible career that is now coming to an emotional conclusion. He and **Thackeray** have been good friends for many years. There is an open house for his retirement scheduled for Friday, January 28, 2022.

Thackeray introduced himself to the Council, thanking them for this new activity. After working with **Miller** for 25 years, **Thackeray** said he knows he has big shoes to fill.

Leeman moved that the City Council approve the resolution to appoint **Colby Thackeray** as the new Parks and Recreation Director.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

PUBLIC HEARINGS:

Amendment to the Park Lane Commons Project Master Plan (PMP)/Development Agreement (DA) to accommodate additional residential dwelling units (PMP-4-21) for the proposed Park Place Living Apartments at 1076 W. Grand Avenue, in the Transit Mixed Use (TMU)

Community Development Director **David Petersen** presented this agenda item. The City Council originally approved The Park Lane Commons Project Master Plan (PMP) on June 3, 2014, which was memorialized by a Development Agreement (DA) executed on June 23, 2014. This PMP shows commercial buildings, not residential, in the entire area encompassed by Park Lane Commons – Phase 5 subdivision located north of Grand Avenue and east of Station Parkway. The subject property is east of the McDonald's and Sticky Bird. The plat was recorded on March 8, 2019. Instead of the original commercial buildings, the developer is now proposing a four-story residential building and a three-story residential building on two remaining vacant easterly lots adjacent to the west side of Broadway (1075 W. Street). The lots are the same size in area, approximately half an acre each, and both building have the same footprint size of 7,700 square feet. The entire Park Lane Commons PMP is 72 acres, and everything else is nonresidential. This project is larger than Station Park, and only Stack's PMP is larger.

The Planning Commission reviewed the amended application at a December 2, 2021, public hearing and tabled it in consideration of a recommendation to allow time to better understand the impact of more residential units on the Redevelopment Agency (RDA) agreements and have the applicant provide information regarding market needs in regards to parking at the site. The developer provided a memorandum on December 13, 2021. The City does not measure distance to the rail station "as the crow flies," meaning the second table in the memorandum should be updated. City Staff provided tables including: 2014 Development Agreement and Zoning Ordinance; 2022 Zoning Ordinance; 2022 Fast Food Industry Standards and Zoning Ordinance; and 2022 Fast Food Industry Standards, No Residential, and Zoning Ordinance. The Sticky Bird has 55 parking spaces, and McDonald's has 52 parking spaces. A parking reduction of 15% can be considered for the area because of its proximity to the rail stop. Since COVID, the market has changed, meaning what the market calls for may be different than what is in the ordinance. Since the original DA was put in place in 2014, the City has to follow the ordinance in place at the time instead of the current ordinance. The 28 on-street parking spots should be considered. **Petersen** said that considering all four tables, and adjusting for the peak times needed for fast food parking, Staff is confident there would be enough parking.

On January 6, 2022, the Planning Commission reviewed the requested information and after a great deal of discussion, passed a motion to recommend that the City Council approve the developer's application for the 56 apartments. There was no public opposition at the Commission meeting, and there are no residences within 300 feet. The developer thinks the DA needs to be updated, which would be brought back for the Council's consideration. The

developer is committed to providing 10% affordable housing, entering into an agreement, and providing a parking access easement.

Councilman **Scott Isaacson** asked what the permitted uses are for commercial in the existing PMP. **Petersen** answered any commercial you can think of such as a real estate office or hair salon. The applicant's broker has been trying to recruit a commercial use there for years and has come up with an auto parts store and a car wash. Councilwoman **Melissa Layton** asked about parking on the weekends. **Petersen** answered that the table doesn't show shared parking on the weekends, but there is a little bit of a gap, although not as huge of a gap as there is on the weekdays. The Council will be able to review an agreement for affordable housing in the future.

Applicant **Rich Haws** (1200 W. Red Barn Lane, Farmington, Utah) addressed the Council. He said 25 years ago, the idea of a Transit Oriented Development (TOD) was just a novel idea. He went to Dallas, Denver and Portland to view other TODs to try to determine if it would be successful in Farmington. An underpass under the train is important to make the idea of a sustainable, walkable TOD successful with its transit, services and shopping. He said he has been marketing retail in this area since 2014, and there is a better use than an auto parts store. He is investing \$50 million into this project where the whole area is governed by declarations, easements, covenants, and restrictions filed against the property to control the parking. This proposal is more true to a TOD, and the residential units will look better than commercial. He is committed to making the buildings commensurate to other buildings in the area. Although he knows 10% affordable housing is required, his Red Barn graduates will likely need more than that. After five years of running Red Barn Academy, he has found that getting graduates a job is the simplest task, and the hardest is securing housing for them.

Justice Tiederman, a Red Barn Academy graduate and representative, said it is rare for people like him to find affordable housing opportunities that don't throw them back into a bad situation like what they came from. Right now, there are no affordable housing options for Red Barn graduates in Farmington. He likes the walkability to Harmon's and the FrontRunner. It would be cost effective to his demographic.

Mayor Anderson opened and closed the Public Hearing at 7:49 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Leeman said after drawing lines in the sand and haggling apartment/non-apartment ratios extensively, it bothers him that they may be opening the floodgates to more multifamily residential contrary to the deal that was already struck. Although it is not going to ruin Farmington, as it is isolated by itself, he worries about the message it sends to every other project in town. On the other hand, parking is not that big of a deal to him.

Broker **Brandon Rawlins** (3715 S. Honeycut Road, Salt Lake City, Utah) addressed the Council. He has been involved in leasing in this development for the past eight years. Everyone wants to be in Farmington now, and national brands are desired. However, national brands are not interested in interior pads not on hard corners. O'Reilly Auto Parts, Jiffy Lubes, and tunnel car washes would love to go in this type of setting because of the traffic circulation, but there would be a lot of drive through stacking problems where motorists can't make right hand turns. He is afraid that the future would mean vacancy in the two commercial buildings as proposed in 2014. In 10 to 15 years, he predicts that those commercial buildings would see secondary uses like tattoo parlors.

Assistant City Manager/Economic Development Director **Brigham Mellor** said while he is Farmington's biggest advocate for commercial development, he feels the City would get a bigger bang for the buck to have commercial in a different location than this. Looking at it from a property tax development standpoint, multifamily makes more sense than a single-story retailer. A single-story retailer like O'Reilly is assessed \$2 million per acre in Davis County while residential assessed at 55% market value results in \$5.5 million per acre in assessed value. The interior residential finishes are more valuable and retail will require more parking. For TOD, the sweet spot is within a quarter mile radius around the train station. This project is in that spot, where dense office and dense residential is best from a planning perspective. Fast food and an auto parts store is not desirable in that area, as it could also delude the retail of Station Park. Regarding the 550 unit residential threshold when Community Reinvestment Area 2 (CRA2) was negotiated, the Davis School District knew there were 450 units coming in. Between Brighton Homes across the street and the Wasatch project that will go in, the City will be way above that 550 threshold. It should be no surprise.

Isaacson said his initial reaction was, "Here we go again, trying to build an office park, but getting residential." However, he is persuaded after listening to the presentations today. He usually likes to follow the rules by default, not grant exceptions. However, rules can be broken when justified, as it is here. The best use for this property is residential. Because each property is unique, he is not concerned with precedence.

Leeman said he is more concerned with a reputational risk, and asked the developer if he could do one apartment building and leave the south pad for nonresidential use. **Haws** answered that he had looked at that at length, but economics and sustainability makes only the residential work.

Layton said because of Red Barn and the transit features, this is a really good opportunity for residential. She expressed appreciation for **Tiederman's** story, and the value of not being thrown back into the housing area that throws graduates back into the system. She would rather go to Kaysville on the main road for an auto parts store than back into this project site.

Shumway she is torn on this decision, but she hasn't really heard a drastic need to change from the original plan. She thinks the Council is setting a precedence by allowing more residential. She would like to think of the broader picture, not just this little area. Even without this project, affordable housing is coming in this area with Stack and other projects. She doesn't see the need for more. She feels the applicant just needs more time to bring in the right commercial use.

Motion:

Isaacson moved that the City Council follow the recommendation of the Planning Commission and approve the applicant's request to replace commercial space with 56 dwelling units/apartments subject to the following conditions and findings:

Conditions 1-3:

1. The City and the applicant shall enter into an agreement to amend the Park Lane Commons PMP and Development Agreement, and the exhibits thereto, to include, among other things, updates referenced in Paragraphs 6-11 of the Developer Memorandum 12.13.21, and the City Attorney must review and provide a recommendation regarding paragraphs 12 and 13 of the same.

2. The developer shall set aside at least 10% of the total number of dwelling units as deed-restricted affordable housing for low- to moderate-income households as per the standards set forth in the Zoning Ordinance.
3. The applicant shall provide a reciprocal parking access easement and a parking management plan acceptable to the City encompassing the areas shown in the tables set forth in the Staff Report.

Findings 1-3:

1. Notwithstanding the additional 56 dwelling units, commercial/non-residential development remains the predominate use in the Park Lane Commons PMP area consistent with the mixed-use goals, objectives, and purposes of the General Plan and Zoning Ordinance.
2. The tax increment for the area will remain unchanged if the application is approved as requested.
3. The applicant will provide deed-restricted affordable dwelling units to help meet the housing needs of low- to moderate-income households in the community.

Layton seconded the motion. **Shumway** and **Leeman** voted against the motion. **Isaacson** and **Layton** voted in favor of the motion. **Mayor Anderson** cast the tie-breaking vote in favor of the motion. The motion passed 3-2.

Mayor Anderson said he was persuaded to vote in favor, although it was a close call for him. Tonight's discussion was enough to tip the scales in favor of not sticking to the deal. **Leeman** said his vote was a close call, and he is looking forward to seeing what the applicant does in the future.

Ordinance Amending Zone Text—Special Exception to the Height of the Main Building in the Agricultural Zones

Assistant Community Development Director **Lyle Gibson** presented this agenda item. Recently the Planning Commission noted that in order to consider a special exception to a standard in the ordinance, it must be explicitly stated that the Commission is able to do so. The Commission then received a request to consider an additional building height in order to build a new home on two acres of property south of Glovers Lane across from the high school. The house is set back from the road quite a bit. As proposed, the home design would require a special exception to be permitted. The current ordinance does allow the Commission to consider extra height for an accessory building, but not a main building such as a dwelling. The Commission unanimously approved the special exception request that triggered a reason to consider the zoning text amendment subject to the City's Council's approval of the proposed zoning text amendment. The City ordinance in agricultural districts is currently 27 feet, and the applicant's plans call for 31 feet at the midpoint of the roof. This proposed change allows the Commission to grant a special exception for heights over 27 feet in an agricultural zone. **Gibson** said height restrictions are primarily for aesthetic, view shed, and fire mitigation reasons. This would change the ordinance to allow the Commission to consider special exceptions to building heights not only for one applicant, but for all in an agricultural zone throughout the City.

Applicant **Tim Matthews** (1563 Oakridge Park Drive, Farmington, Utah) addressed the Council. This property is in the Agricultural Estates (AE) zone and is part of a total of 6 acres that he

owns. The eastern parcel is close to the Ivory Homes development and sits back 150 to 155 feet off Glovers Lane, so it is not blocking anyone's view. The high school across the street is two to three times taller than his proposed home. He noted other special exceptions the City has granted, such as in Miller Meadows. It is important for the overall aesthetics that the height of this home be taller than 27 feet.

Mayor Anderson opened and closed the Public Hearing at 8:25 p.m. as nobody signed up in person or electronically to address the Council on the issue.

Mayor Anderson said he wonders what Farmington will look like in 50 years when it is built out. Perhaps, like New York City, building will have to go up, not out. He thinks Matthews' design is awesome and any neighbors would think it enhances the area. **Leeman** said this is an easy one to approve, and he feels the special exception process belongs with the Planning Commission as a discretionary item. This does not create a right to a property owner. **Layton** found it interesting that the Commission can grant a height exception for accessory buildings, but not for main buildings. **Isaacson** noted that if a neighbor complained that a taller building would block their view, the Commission could choose not to grant an exception.

Motion:

Shumway moved that the City Council approve the Zone Text amendment to allow additional heights for dwellings in the agricultural zoning districts, including Findings for Approval 1-2.

Findings 1-2:

1. The ability to consider a special exception for flexibility in design if a dwelling is equal or more important than the ability to consider exceptions to an accessory building, which is currently allowed.
2. This amendment, coupled with the existing and proposed text under consideration regarding the Section 11-3-045: Special Exceptions, will allow for fair due process and reasonable standards for consideration.

Leeman seconded the motion. All Council members voted in favor, as there was no opposing vote.

Ordinance for Zone Text Amendment—Title 11 including Special Exceptions, Building Height, and Accessory Structure Placement

Gibson presented this agenda item on which the City is the applicant. The zone ordinance amendment includes proposed changes identified by Staff primarily for clarification of how the City code is currently interpreted and applied. Visuals have been added for clarification. It corrects inconsistencies for the width of a flag lot and creates an exception to small accessory buildings on double frontage lots. In one case, a metric system reference was changed to feet. It also clarifies what dwellings in single-family residential and agricultural zones are eligible for special exception to building height, placing a 5-foot cap on how much height the Planning Commission may consider. The Planning Commission recommended the amendment as proposed, and their public hearing was not exciting.

Petersen said that years ago while considering building heights in the Ridgpoint Subdivision off 1400 North, the cul-de-sac at the top of Glover's Lane, the City tried to find the "sweet spot" for building heights. They studied 29 samples from around the City, even on flat areas, and

dropped the height from 30 to 27 feet. Extreme heights that the public didn't like would not have made the ordinance. A new study may be needed to find if 27 feet is still the "sweet spot." The proposed drawings make the ordinance simpler.

Isaacson said he is in favor of doing anything possible to minimize the building height impacts on hillsides. Hillsides are a common heritage that the community should be able to view. If it is possible in the law and ordinances to minimize the impact of further development on the hillside, Farmington should do so.

City Attorney **Todd Godfrey** said that there is not a lot of case law for hillside restrictions anywhere in Utah. If the sense is that Farmington is waiting for a challenge, a closer look at an ordinance standard is warranted.

Mayor Anderson opened and closed the Public Hearing at 8:46 p.m., as nobody signed up in person or electronically to address the Council on the issue. **Isaacson** said he wanted to send back one section, but everything else is fine.

Motion:

Isaacson moved that the City Council approve the Zone Text amendment to Title 11 including special exceptions to building heights and accessory structure placement as presented in the Staff Report and incorporated in the findings, with the exception that the Council requests that section 11-2-020 subsection 3 not be adopted at this time. The Council requests that Staff study a further proposal.

Finding 1:

1. The proposed text amendments offer clarity within the ordinance and provide additional flexibility for property owners within limits overseen by the Planning Commission.

Layton seconded the motion. All Council members voted in favor, as there was no opposing vote.

Resolution Amending FY22 Budget, Cost of Living Adjustments (COLA) Wage Rate Increases

Finance Director **Greg Davis** addressed the Council. Two weeks ago he suggested a 15% increase for sworn police officers across the board, and 7% for the remaining employees. Today he is presenting 20% across the board for sworn officers and 7% for general employees. Staff feels confident the City can pay for the increase, and that the adjustments are necessary to maintain a high quality work force. It is clear Farmington is the training ground for other municipalities, as there has been a 50% turnover rate. A substantial number of employees are leaving Farmington because they are getting offers for \$4 to \$6 more dollars per hour. These raises will make it difficult to hire any additional employees in the next few years. However, the priority should be to existing employees.

Davis said the City doesn't have official audited numbers for a financial report for last June, as the auditing CPA firm has had a difficult time refilling some positions and experienced illness toward the end of the year. The City has 40% of fund balance while the new limit is a required

35%. **Mayor Anderson** said that is now a healthy amount heading into the big 650 West project. He wants to make sure the City is not putting themselves in a bad spot.

Davis said the sales tax revenue keeps increasing and out performing conservative budgets. With the latest sales tax and building permit trends, the wage increases will fit in the general fund. He plans to request \$320,000 in the general fund to support the additional salary and benefit expenses. **Pace** said there will be no need to pull from fund balance as sales tax revenue has increased by that \$320,000 already. The revenues will be enough to pay for the ongoing expenditure going forward. **Leeman** verified that if sales tax stays the same, the City could sustain that level of an increase. **Davis** said if the City were built out, bringing in more business and residents, even greater sales tax could be expected. He said the City can't afford not to do these raises.

Pace noted the different environment employers find themselves in now, and Farmington is not paying as high as other cities. In the old environment, employers could still hire because people were looking to get into the career. Now, people are considering other offers just to break into the career. Young new officers coming out of Peace Officer Standards and Training (POST) are now juggling multiple offers out of the gate. Farmington is having to compete for every single person they hire now.

Mayor Anderson opened and closed the Public Hearing at 9:00 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Isaacson said he is in favor of the proposal, and addressing it again in the new budget in a few months. He wishes the increases could be even more for policemen so that Farmington was not just mediocre. He would like Farmington to set the trends as well as reward those who are doing well with merit increases in the future. **Pace** hopes to see that it helps retain employees. He said it is common to give increases based on merit for policemen. It costs more in the long run to be a training ground.

Mayor Anderson said as he meets with each City employee, there has been a common theme that Farmington is not paying employees enough to compensate for the extra pressure. The turnover rate is high in Public Works, especially when competing with places like Morgan that pays \$30 an hour. If the City doesn't make employment with Farmington enticing enough, the City will just be a leap pad to jump off. It is highly inefficient to run a city that way. It is not always good to be fiscally conservative if the City can't hire and keep employees.

Isaacson said the City Council's No. 1 priority should be public safety. It is important to get the best qualified people possible. **Shumway** said she appreciates all the research that has been done, and that it is sad to see how far Farmington is behind. **Pace** said he was surprised to see how far behind Farmington was.

Motion:

Leeman moved that the City Council approve the Cost of Living Adjustment wage increases as proposed in the Staff Report.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

Police Chief **Wayne Hansen** expressed his appreciation to know that the City Council is behind his department.

Resolution entering into Interlocal Agreement with the Farmington Redevelopment Agency (RDA) that pertains to North Station CRA3

Mellor presented this agenda item, which is on the Evans' property. This would grant consent for the RDA to receive tax increment for the Farmington North Station Community Reinvestment Area 3 (CRA3) with the base year of 2021; anticipated effective date 2022 and not later than December 31, 2027; extending for 20 years; a 70% tax increment; and cumulative maximum of \$3.1 million of the taxing entity's increment from the City's mill levy. **Mellor** said this is the last tax increment area Farmington will do. The other exception might be the DRZ for just the Utah Transit Authority (UTA) parking lot.

Mayor Anderson opened and closed the Public Hearing at 9:07 p.m., as nobody signed up in person or electronically to address the Council on the issue.

Isaacson said he has no problem at all with the concept, but he doesn't understand the agreement in some places. He will discuss the non-substantive changes with **Mellor** afterward.

Motion:

Shumway moved that the City Council adopt the resolution with the RDA that pertains to North Station CRA3 adopting the respective interlocal agreement.

Leeman seconded the motion. All Council members voted in favor, as there was no opposing vote.

Leeman said he thinks this is great to pay for infrastructure, with no harm in the short term. Only 23% goes to the City. **Mellor** said Farmington and neighboring cities have upheld the reputation of CRAs, unlike in Salt Lake and Utah counties where school districts won't communicate with the municipalities. Davis School District is super supportive of Farmington.

Pace said it is clear in the current legislative session that cities will lose their ability to incentivize retail in any way. The bill hasn't been drafted or passed yet. **Mayor Anderson** said the State is trying to figure out incentives for housing instead of retail.

REDEVELOPMENT AGENCY MEETING

Present:

*Mayor Brett Anderson,
City Manager Shane Pace,
Councilman Scott Isaacson,
Councilwoman Melissa Layton,
Councilman Alex Leeman,
Councilwoman Amy Shumway,
City Recorder DeAnn Carlile,
Recording Secretary Deanne Chaston,
Community Development Director Dave Petersen,*

*Assistant Community Development Director
Lyle Gibson,
Assistant City Manager/Economic
Development Director Brigham Mellor,
Finance Director Greg Davis,
Assistant City Manager/City Engineer Chad Boshell,
City Attorney Todd Godfrey, and
Police Chief Wayne Hansen.*

Motion:

Councilman **Alex Leeman** made the motion to adjourn to the Redevelopment Agency (RDA) Meeting. The motion was seconded by Councilwoman **Amy Shumway**, and was unanimously approved.

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting to order. Roll call established that **Anderson**, and Councilmember **Scott Isaacson**, **Melissa Layton**, **Leeman**, and **Shumway** were present. Councilman **Roger Child** was excused.

Assistant City Manager/Economic Development Director **Brigham Mellor** presented this agenda item. Each tax entity approved their side of the resolution and interlocal agreements on the following dates: Davis County/Davis County Library, July 22, 2021; Central Davis Sewer District, Jan. 13, 2022; Davis School District, Aug. 3, 2021; Mosquito Abatement District-Davis, Jan. 13, 2022; Weber Basin Water District, Sept. 30, 2021; and Farmington City, Jan. 18, 2022 (pending this approval). The School District added that anything above 500 units will drop to 60%. They knew a certain amount of residential units were coming in already with Castle Creek Homes' second phase. The Sewer District has the same deal. This doesn't affect the cap, just the rate at which it is collected.

Isaacson moved that the Redevelopment Agency adopt the resolution with the taxing entities that pertain to North Station CRA 3 adopting the respective interlocal agreements with each participating taxing entity as attached to the Staff Report.

Shumway seconded the motion. **Isaacson**, **Layton**, **Leeman**, and **Shumway** voted aye. The motion carried.

Motion:

Leeman made a motion to adjourn and reconvene to an open City Council meeting. The motion was seconded by **Layton**, which was unanimously approved.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

1. Consider Jackson Engineering for the Farmington Canyon 3MG Water Tank and Booster Pump Station Project
2. Consider CRS Engineers for the Burke Lane Waterline Crossing Project
3. Consider CRS Engineers for the Shepard Creek Well House Project
4. Interlocal Agreement for School Resource Officer in Farmington City
5. City Council Minutes January 4, 2022

Shumway asked Assistant City Manager/City Engineer **Chad Boshell** if he had seen the Park Lane pedestrian trail design yet. **Boshell** answered just a little bit. **Shumway** asked to see it once **Boshell** receives it. **Boshell** said he meets weekly with the Utah Department of Transportation (UDOT) on Shepard and the pedestrian overpasses, where there are struggles

trying to get it to work. It is consuming a lot of effort and UDOT will be approaching the City soon with some of those issues.

Isaacson noted the big spread between the high and low bids on the Farmington Canyon 3MG water tank and booster pump station project. Jackson Engineering came in at \$91,000 and JUB, the high bidder, came in at \$220,000. **Layton** said she was likewise concerned.

Boshell answered that he is confident in Jackson Engineering, as their two partners designed Farmington's tank years ago for a similar price range. They have since joined a smaller firm. It is the same engineers for the same cost. As a new firm, Jackson needed to get the experience, which would explain their low bid. He has seen similar gaps in bids for the last few years, as many companies have become very busy. **Pace** agreed, saying that busy engineering firms bid high and are not disappointed if they don't win the bid. It is a common practice with engineers and contractors. The busy companies put their bids in for what would make it worth their time in their packed schedules.

Motion:

Layton moved to approve the Summary Action list items as noted in the Staff Report 1-5.

Isaacson seconded the motion. All Council members voted in favor, as there was no opposing vote.

GOVERNING BODY REPORTS:

City Manager Report

Pace presented the Building Activity Report for December. He informed the Council of a presentation that Life Time Fitness made to him and **Mellor** proposed for the CW Management parcel. Previously CW Management had proposed office, and this is a proposal to switch that to commercial instead.

Mellor said the proposal is for 10 acres, with a 100,000 square foot building up against two main roads: Maker Way on the east and Burke Lane. The building would take up 1.25 acres, with an additional 1.25 acres dedicated to a pool. This would be like having two Walmarts next to each other, each being two stories. The needed 400 parking stalls would be on the corner extending north to the park. They would be required to do landscaping on the sides. A parking easement would help so that in the future there can be an option to build a parking structure, as there is a need for shared parking on the south edge. If there is future infill, the market would need to justify parking structures, which could be offset. The City would not give Life Time tax increment money, but the City could partner on the building and maintenance of the parking structure. Per agreement, Stack only gets the increment they generate. Everything else goes to the City, which can be put towards funding apartment structures. He mentioned the Life Time Fitness in South Jordan that caters to office users, but that one is two-thirds the size the proposed Farmington one would be. Life Time had been considering locating elsewhere in the City, but that property owner got a better offer from an investment firm instead.

Pace said this use for a fitness health club is a great use to complement the business park. Life Time has done their homework and knows that office workers and residents in Farmington will pay for a \$300 monthly membership in this luxury facility with many amenities. **Mellor** said Stack is not concerned with Life Time competing with the gym they plan to build. In other

areas, Life Time has partnered with the local school district for use by their swim teams. **Leeman** said this nonresidential use doesn't bother him, as there is enough space for office elsewhere. **Isaacson** expressed concern that CW Management had originally promised an office building. **Mellor** said that is why CW didn't come to the City with this proposal and left it to Life Time instead. Weber State University had also expressed interest in this location, but had also proposed some associated residential uses. The Council members gave a thumbs up, indicating they are interested in entertaining this health club proposal.

Mayor Anderson and City Council Reports

Layton said she liked the Communities That Care presentation earlier in the work session. She wants to be part of something that brings all community efforts together. **Mayor Anderson** said he has met previously with **Beth Hunsaker** and **Jess Bigler**. He said our society doesn't like to talk about substance abuse and mental health, so much so that we don't know how truly pervasive it is in the community. **Shumway** said it would be good timing to talk about mental health, because COVID has made it acceptable to talk about.

Isaacson asked if the City would be interested in talking about Healthy Utah as presented by the Utah League of Cities and Towns, and if there is any benefit at all. **Pace** said the only benefit is what is seen at the ULCT, and everything that is seen there is what cities do already. Not much new is occurring, but he is happy to look into it if the Council would like.

Pace provided an update on the eviction status at the apartments. The City is two days out from being able to have eviction papers filed in court, as the tenant has seven days to formally respond. It is not anticipated that the tenant will respond. When she is evicted, the Police Chief will be present along with representatives from Aging Services, Davis Behavioral Health Crisis Recovery, and Animal Control. He doesn't anticipate things going well, and assumes she will have to be arrested after fighting the sheriffs.

Isaacson suggested that the City be prepared with a press release and talking points. **Pace** said the tenant has contacted everyone already including the press, the Attorney General's office, etc. He can't imagine she has anyone else left to contact, but the City will be ready.

Pace is confident that the liquor store will be funded in the current legislative session, as it is No. 1 or No. 2 on the priority list. Farmington has submitted three water projects for American Rescue Plan (ARP) funding. While \$50 million is available, there were \$1.4 billion in requests. It is unlikely more funding will be provided.

Leeman thanked City paramedics and Fire Chief **Guido Smith** for their attention to his 12-year-old daughter when she fell down the stairs a week ago. The crew showed up quickly and were professional in not only evaluating his daughter, but in also calming and reassuring his wife. It is a treat to see City employees in action, and to see what taxpayers pay for.

Mayor Anderson asked Council members to be prepared for their upcoming retreat on Friday, specifically to discuss broad and specific concepts as part of the strategic plan. Feedback from constituents will be helpful in aiding the Council to deliberate and assess priorities. He would like to come up with a specific action plan to address the priorities identified.

CLOSED SESSION

Present:

*Mayor Brett Anderson,
City Manager Shane Pace,
Councilman Scott Isaacson,
Councilwoman Melissa Layton,
Councilman Alex Leeman,
Councilwoman Amy Shumway,
City Recorder DeAnn Carlile,*

*Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen,
City Attorney Todd Godfrey, and
Nathan Skeen of Snow Christensen &
Martineau*

Motion:

At 10:00 p.m., Councilman **Alex Leeman** made the motion to go into a closed meeting for the purpose of discussing a person's character, competence, or health, as well as pending or imminent litigation. Councilman **Scott Isaacson** seconded the motion, which was unanimously approved.

Sworn Statement

I, **Brett Anderson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the council was so convened in a closed meeting.

Brett Anderson, Mayor

Motion:

At 11:25 p.m., **Leeman** made a motion to reconvene to an open meeting. The motion was seconded by **Shumway**, which was unanimously approved.

ADJOURNMENT

Motion:

Layton made a motion to adjourn the meeting. **Leeman** seconded the motion, which was unanimously approved.

DeAnn Carlile, Recorder

FARMINGTON CITY – CITY COUNCIL MINUTES

FEBRUARY 1, 2022

WORK SESSION

Present:

*Mayor Brett Anderson;
City Manager Shane Pace;
Councilman Roger Child;
Councilman Scott Isaacson;
Councilwoman Melissa Layton;
Councilman Alex Leeman;
Councilwoman Amy Shumway;
Recording Secretary Deanne Chaston;
Community Development Director Dave Petersen;
Assistant Community Development Director Lyle Gibson;
City Planner/GIS Specialist Shannon Hansell;
Assistant City Manager/Economic Development Director Brigham Mellor;
Planning Commission Chairman Rulon Homer;*

*Planning Commission Vice Chairwoman Erin Christensen;
Planning Commissioner John David Mortensen;
Planning Commissioner Mike Plaizier;
Planning Commissioner Larry Steinhorst;
Bradley W. Christopherson (filling in for City Attorney Todd Godfrey);
Reid Cleeter, planner with GSBS Consulting;
Christine Richman, principal with GSBS Consulting;
Kathrine Skollingsberg, transportation planner with Fehr & Peers;
Chris Bender, traffic engineer with Fehr & Peers; and
Jason Claunch, with Catalyst Commercial.*

Mayor **Brett Anderson** called the work session conducted via Zoom to order at 6:00 p.m.

COMBINED WORK SESSION WITH PLANNING COMMISSION

Community Development Director **Dave Petersen** said in 2016, Urban Design Associates (UDA), a firm out of Pittsburg, and Chartwell Capital helped develop a master plan for the entire area north of Burke Lane, with 13 property owners in agreement. The major road connecting everything was really close to the freeway. In the meantime, developers started buying up the property. Two or three years ago, developers were looking at buying property, noting that the road configurations could be improved. The City got a transportation land use connection (TLC) grant from the Wasatch Front Regional Council (WFRC) and hired GSBS as a consultant. A year later, it was discovered that in order for the Utah Transit Authority (UTA) to develop their commuter rail area to its potential, they needed a station area master plan. The City got a grant for that as well. Tonight the consultants are presenting a draft finalized form of the Farmington Station Area Plan.

Christine Richman, principal with GSBS Consulting, said her team has been working closely with Staff on this. The study area is 548 acres, which is 57% undeveloped. Prior planning efforts included the regulating plan and the creation of Community Reinvestment Act (CRA) areas. The prior vision for this area of 548 acres included: creating a live/work/play environment through a rich mix of uses; providing a connected, complementary experience to Station Park; respecting the existing ownership patterns; minimizing and managing traffic within North

Station; buffering adjacent residential neighborhoods; and developing a district that feels like Farmington. Since 2016, the road network has been changed. GSBS is not trying to reinvent the wheel, but implement steps for the current efforts.

Jason Claunch, with Catalyst Commercial, said several key issues have been considered including fragmented ownership with its adjacency conflicts; realizing market opportunity; and connectivity with identification of infrastructure investment.

Richman said now in 2022, the vision is being updated. Additional goals to build upon the established vision are being identified. One goal is to preserve view corridors from the North Station Area to the Wasatch Range on the east. Views of the mountains are immediate and compelling in this area. As new development occurs, view corridors between buildings will allow continued visual connection to the range.

Another goal is to incorporate Farmington's "Tree City" identity into streetscapes and parks to enhance livability and expand Farmington's urban forest. Increased connectivity and an appropriate mix of uses enhances vibrancy. These goals came out of internal stake holder meetings. Connectivity guide maps including a central greenway and trails that connect to broader regional trail systems will create structure around which development can occur. The Denver and Rio Grande Western Rail Trail (D&RGW Rail Trail) is on the western boundary of the site, while the Legacy Trail is along the eastern boundary. Creeks and streams bisect the area. The greenway down the middle of the site will connect the north to the existing amenities of Station Park on the south. The greenway is one of the key backbone structures.

Transportation elements include the Park Lane interchange, the proposed Shepard interchange, Burke Lane, Commerce Drive, and Maker Way as backbone road structures. There is local connectivity within the site so residents don't have to go the main roads in order to get around. The two types of transit are the internal people mover and a FrontRunner Station to connect to the core mixed-use area on the north. This will make north-south transfers seamless for riders. Small block patterns using familiar grid systems are being considered to allow development to occur in phased modules throughout the planning areas.

The plan proposes new office development in the new mixed-use center and recreational neighborhoods. The office areas are well served by transit and the greenway system and include a mix of surface and structured parking. Most of the new retail development in the area is ground-floor retail in areas with planned new residential and office development. There is a relationship that exists between increased foot traffic and increased retail sales. There is also new highway-served retail planned for north of the new Shepard Lane interchange.

The contemplated greenway is a pedestrian-friendly, car-allowed street with commercial, ground-level retail, and restaurants lining it. Some streetscapes aren't conducive to this use.

Richman said residential areas include both lower density, single-family townhome neighborhoods and higher density, multi-family development of up to six stories in the center of the planning area. A new six-story residential development with retail on the ground floor is proposed for the existing UTA Park and Ride Lot at the FrontRunner Station. Mixed-use areas are planned throughout the study area to support increased intensity of uses like restaurants, shops, and fitness studios in an interesting and exciting urban environment. These mixed-use developments are intended to maximize relationships with adjacent uses, as well as the

transportation network. These will be vertical next to the park and the greenway, allowing for outdoor recreation and the creation of a sense of place around the park. Overall, when the connectivity systems and dense mixed-use development are brought together into a unified plan, the North Station area of Farmington becomes a vibrant hub for the region.

Claunch said currently there are 246,000 square feet of office space, 947,000 square feet of retail space, 733 units of multi-family residential, and 130 units of single-family townhome residential in the area. The proposed development program would total 6,481,800 square feet of office; 490,500 square feet of retail; 7,354 units of multi-family residential; and 350 units of townhome residential. The market opportunity is 8,235,000 square feet of office; 483,000 square feet of retail; and 8,040 units in a mix of multi-family and single-family residential.

Richman said the goal is cohesiveness. Unifying elements include the greenway system, a circulating trolley, an autonomous people mover, wayfinding and signage, street trees, and street lighting. Distinguishing elements include height and massing of buildings, building materials, and street furniture such as bike racks, benches, and trash receptacles to create a unique character. This plan has identified three neighborhoods in the area including one for family activity, recreation, and mixed-use.

The family activity neighborhood would include proximity to Lagoon; Davis County Fairgrounds to the south; the anchor of Station Park; the FrontRunner station; an autonomous people mover stop; a circulating trolley; greenway system; and a Park and Ride Lot. This neighborhood would include 151,200 square feet of office; 36,000 square feet of retail; and 330 units (329,550 square feet) of multi-family residential.

City Manager **Shane Pace** said Boyer is planning 120,000 square feet of office in each of their buildings, so the 151,200 in GSBS's presentation seems low. **Reid Cleeter**, planner with GSBS Consulting, and **Richman** said they would double check those numbers.

Chris Bender, traffic engineer with Fehr & Peers, spoke about the parking study. The projected parking demand includes a historical Park and Ride Lot demand of between 156 and 368 stalls; proposed infill development of between 665 to 834 stalls; for a total parking demand of about 929 stalls. The demand for Park and Ride Lot stalls was higher pre-COVID, but dropped to a lower demand of 156 in 2021. While demand now is lower due to the pandemic, it is anticipated to return to pre-pandemic levels. Due to the proximity to max transit, proposed infill development of 665 stalls is more likely than the 834 in Farmington.

Kathrine Skollingsberg, transportation planner with Fehr & Peers, said Farmington has one of the lower parking utilization rates among four area Park and Ride Lots studied including Clearfield, Woods Cross, and Layton. Farmington's average parking utilization is approximately 41%, or less than half the total stall count. Farmington's FrontRunner has the highest proportion of ridership share. From highest to lowest, on average the ridership share is: FrontRunner; Route 667 Lagoon/Station Park Shuttle; Route 473 Salt Lake City to Ogden Highway 89 Express; and Route 455 University of Utah/Davis County/Weber State University.

Other transportation proposed is the autonomous people mover shuttle system connecting the north to the south, as well as the transit circulator system. Farmington is seeking additional grant money from the Wasatch Front Regional Council in order to study the transit circulator system in more detail. These transportation options will help close gaps of a mile or more.

Richman said the key elements of the recreation neighborhood include the greenway system; open space buffers along Spring Creek and Shepard Creek; trails; an 18-acre park; circulating trolley; and employment, mixed-use, and residential developments. In this neighborhood, there is projected to be 3,988,800 square feet of office space; 299,500 square feet of retail; and 3,997 units (3,996,850 square feet) of multi-family residential. The new park would be adjacent to Shepard Creek, and the dense residential area would be to the center of the development, with townhomes providing a buffer.

The key elements of the mixed-use neighborhood include the Shepard Lane interchange; an autonomous people mover stop; the northern greenway terminus; circulating trolley; Center Street redesign; and employment center. In this area would be 2,341,800 square feet of office; 225,000 square feet of retail; and 2,569 units (2,568,800 square feet) of multi-family residential. Residential would be around Center Street, with commercial to the north near the Shepard Lane interchange where people can shop and eat. This is the major employment center. Cars and bikes would share the lane in a “sharrow.” Center Street would have a cross section including 6 feet of sidewalks for Americans with Disabilities Act (ADA) compliance, and 4 feet on each side for street lighting, trees, and benches. Interspersed would be areas for on-street parallel parking and areas that would allow some outdoor dining. Ground retail is more viable. GSBS is proposing that cars be considered “guests” as opposed to being in charge. Cars are welcome, but motorists have to behave and go slowly.

Richman said phasing is anticipated through a 20-year implementation period. In two years, the commercial area north of Shepard Lane will develop when the new interchange opens. In less than five years, office development in the mixed-use neighborhood, multi-family housing immediately south of Spring Creek, and townhome development near Spring Creek and along the Rail Trail will occur. In five to 10 years, redevelopment of the FrontRunner Park and Ride Lot; housing and office development near the new park in the Recreational Neighborhood; and housing and additional office development in the mixed-use neighborhood will occur. In 20 years, remaining developable areas throughout the North Station area will develop in response to market demand. **Richman** said that planners think in 20-year chunks. A lot of surface parking around Station Park can be repurposed in the future, incorporating the smaller block structure mentioned earlier. This can aid redevelopment of those areas in the future.

She recommended updates to the regulating plan including Center Street, the greenway system, circulating trolley, and urban block network. Center Street is a shared-use street with sidewalk dining, on-street parking, and a shared lane that is the focal point of the mixed-use neighborhood and the northern terminus of the greenway system. The greenway system is a north-south element connecting Station Park on the south with Center Street on the north and linking the trails and parks found throughout the North Station area. The circulating trolley is a transit element linking all current and proposed development areas with the FrontRunner Station. The urban block network would extend to the family entertainment neighborhood.

Richman said several zoning updates would be needed to align the plan with zoning. Zoning boundaries would have to be aligned with proposed developments. Criteria would have to be updated for development approval, including design standards for signage, streetscape, street lighting, and street furniture. Standard revisions would need to be considered relating to automobile-oriented uses. GSBS would work with Staff for a few weeks to make adjustments

for the new plan. She said south of Spring Creek, the greenway system would be for bikes, pedestrians, and rollers only. The shared use is only for the area north of Spring Creek.

Councilwoman **Melissa Layton** said considering the addition of 7,000 residential units, there may be a need for an area elementary school. Assistant City Manager/Economic Development Director **Brigham Mellor** said the Davis County School District has learned from previous analysis that there are not a lot of kids on the south end of Station Park. Although there are apartment buildings, not a lot of school children live in those developments. The bigger concern is the culinary water consumption. Staff is addressing and analyzing that water situation now. **Pace** noted that the existing developers are planning much less than 7,000 residential units.

Petersen said demographics are a weird thing. While Salt Lake City has not typically been top for building permits, they are now. Even with increased building there, their elementary school population is down dramatically. People, especially in mixed-use housing, are not having a lot of children. It is a commentary on the current culture. Staff is not worried about schools yet in this area. **Layton** said she feels the townhome elements will attract families with children.

Councilman **Roger Child** noted that four- and five-story residential buildings are being proposed, with retail on the main floor. He said elevators are required for building over three stories, which is a cost threshold that developers will consider. Buildings would either have to be scaled down to a comfortable level, or developers will want to go taller to make it worth their while. Parking stalls cost \$2,500 each, which can get pretty pricey.

Richman said the density presented tonight was a reflection based on what STACK had put in front of the City already. It may not be necessary to use steel to build a taller building. **Pace** said the numbers are potential market capacity, and these numbers are yet to be determined.

Mayor Anderson thanked the participants for their presentation, and said the City would contact them if they had questions.

REGULAR SESSION

Present:

*Mayor Brett Anderson,
City Manager Shane Pace,
Councilman Roger Child,
Councilman Scott Isaacson,
Councilwoman Melissa Layton,
Councilman Alex Leeman,
Councilwoman Amy Shumway,
Recording Secretary Deanne Chaston,
Community Development Director Dave Petersen,
Assistant Community Development Director Lyle Gibson,
City Planner/GIS Specialist Shannon Hansell,*

*Assistant City Manager/Economic Development Director Brigham Mellor,
Assistant City Manager/City Engineer Chad Boshell,
Bradley W. Christopherson (filling in for City Attorney Todd Godfrey),
Planning Commission Chairman Rulon Homer,
Planning Commissioner Erin Christensen,
Planning Commissioner John David Mortensen, and
Planning Commissioner Larry Steinhorst.*

CALL TO ORDER:

Mayor **Brett Anderson** called the meeting conducted via Zoom to order at 7:00 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Mayor **Anderson** offered the invocation.

PRESENTATION:

Introduction of Newly Appointed City Councilmember Roger Child and Administration of Oath of Office

Mayor **Anderson** said this agenda item will be rescheduled for the next Council meeting that can be held in person.

PUBLIC HEARINGS:

Canopy Square – Project Master Plan (PMP)/Development Agreement (DA), amendment to the City's Regulating and Schematic Subdivision (approximately 20 acres) located at approximately 1475 W. Burke Lane

This item has been pulled from the agenda.

DISCUSSION:

STACK Real Estate, regarding North Farmington Station Development Concepts

Community Development Director **Dave Petersen** presented this agenda item. The GSBS draft area plan presented during the work session displayed Center Street as a pedestrian way. In focus meetings, this was looked at as an area for slow-moving traffic such as that found on Rio Grande in the Gateway, Regent Street behind the Eccles Theater, etc. **Trevor Evans** with

STACK met with Staff a few weeks ago to present a slightly different concept for the Council's consideration.

Evans said he listened to the earlier GSBS presentation and understands the reason for this visioning exercise. However, a master plan should have three components, or what he calls a "master plan sandwich." The top layer is demographic data; market conditions, or cost and revenue impacts, is the middle layer; and the underlying layer is the constraints of the underlying land/real estate. He feels the GSBS draft is missing two of the layers and some data points.

Evans said STACK's plans focus on a true greenway, which would be 100% pedestrian. He has seen other attempts to keep cars in control, and he doesn't feel they can be controlled, especially as the length of the road increases. The proposed road is half a mile or less, or an 8 to 12 minute walk. STACK Real Estate's mission is to build people up by building SMART communities: Sustainable, Mixed-use, Attractive, Realistic, and Transit-oriented. Primarily the demographic of people living in this project will be young adults; young couples; families with one or two children pre-K through sixth grade; and senior adults. It will be people on both ends of the spectrum who don't want to maintain property. STACK wants a greenway with a balance, so tenants won't be surrounded by streets. Those who want streets can live in Salt Lake surrounded by the blocking system. Farmington needs to differentiate from that, and provide people with a suburban experience with green space that is not a 15-minute walk to get to for a picnic. A greenway gives some semblance of a back yard that is kid-friendly, connects to the City park, and provides a community where they can run into the neighbors. A greenway is a linear park or promenade with pockets of grass for gathering locations. STACK is willing to work with Staff on design guidelines. Intentional design will produce certain outcomes.

While STACK would like to have Center Street full of ground-level retail with people walking, the feedback from the market is overwhelming that it won't work. An example of this is Salt Lake's Gateway and Rio Grande, which died when City Creek came in. Now, the Gateway has had to repurpose to a different use. Retail brokers are saying this project won't capture more retail than is already in Farmington. There is room for services and restaurants, but putting retail anchors on interior roads can cannibalize and remove retail from Station Park. The lack of viability for retail in this project has helped STACK land on the thesis of having a greenway to capture the needs of the residents instead.

Assistant City Manager/Economic Development Director **Brigham Mellor** said it is not known how far south the greenway will go. **Evans** said there is a fair amount of this that is outside their control, and it would depend on Wasatch and other landowners (such as **McCandless**) to the south. It would take the agreement of all to create a cool and unique linear, residential greenway that leads to the regional park, creating a nexus between the north and the park. The most intrusive crossing is Station Parkway or Burke Lane. It would be nice to prioritize walking and biking in the community. If it is done right, it could be an inviting feature that makes Farmington different.

Mayor Anderson asked if there was another city that the Council and Staff can look at to see a flavor of how a greenway would look like once built out. **Evans** answered the Arbutus Greenway in British Columbia. However, more research and a design charrette is needed. There is not a whole lot in Utah. Some streets in Salt Lake have been converted into more pedestrian-friendly areas, which has been well received. They will have to decide if it dead ends at the

Burke Lane crossing, or if there will be a street crossing with traffic calming elements such as a HAWK signal.

Councilwoman **Amy Shumway** suggested looking at Santana Row in San Jose, California. She visited that area this fall, and there were areas for housing, shopping, and restaurant seating coming to the road. It worked really well with a small road going through it, but it had been converted to that use.

Councilman **Alex Leeman** said he loves STACK's proposal, and wants to see details and the idea fleshed out more. Councilwoman **Melissa Layton** said she could see the area becoming a destination spot. Councilman **Roger Child** said Fehr & Peers is an amazing planner. However, he has never seen the concept of Center Street be economically successful. While some corner retail can be successful even with a greenway concept, inline retail doesn't work that well. The concept is worth exploring further, and he likes it. The tough questions need to be asked and tied to reality. The City wants a project that is feasible and attractive with good occupancy and utilization.

Evans said realistic and attractive are grounding principles for this project. STACK can only do what the market allows, and push the envelope a bit. They would like to do something that hasn't been done before.

Mellor said everyone is curious to see how this will run through the other surrounding developments. Wasatch pulled their item from today's agenda to explore these concepts. They texted **Mellor** tonight saying they are in favor of the greenway concept. **Mayor Anderson** said he would like Wasatch's input on an upcoming design charrette. The Council doesn't need to be persuaded tonight, as they seem to be in favor of what was presented. The need is to look at it one layer deeper. Councilman **Scott Isaacson** said the Council seems more excited than the Staff does, and he wants Staff input. City Manager **Shane Pace** said that Staff is not opposed to it, but needs the chance to take a close look at it still. **Mayor Anderson** would like to discuss this again in detail during an upcoming work session.

NEW BUSINESS:

Resolution appointing City Council members to various committees

Mayor Anderson presented this agenda item. After giving this some good thought and consulting with Pace, he feels he has found a good fit for the following one-year portfolio assignments. However, the assignments are always subject to change.

Although he has been a former member of the Personnel/Problems Resolution Committee, it was a body that never met while he was on it. He proposed appointing himself, **Isaacson** and **Layton** to this committee. He suggested himself and **Layton** to be the City Council Special Events liaisons.

Mayor Anderson said he has also been on the Development Review/Economic Development Committee in the past, but it never met. **Pace** said that when he reads the code, he sees it as an appeals committee for developers appealing Staff decisions. **Anderson** proposed appointing himself, **Leeman** and **Layton** to this committee.

Petersen said they have always had a Council member on the Site Plan and Architectural Review Committee (SPARC). **Isaacson** and **Shumway** sat in some of those in the past. **Mayor Anderson** proposed appointing **Child** to this committee.

Mayor Anderson suggested **Child** to act as Historic Preservation Commission liaison and **Leeman** to act as Youth City Council director.

Anderson suggested broadening the Trails Committee to include recreation and the arts, with **Shumway** and **Isaacson** acting as liaisons. **Leeman** was proposed to sit on the Davis Chamber of Commerce. **Shumway**, **Pace** and **Mayor Anderson** will serve as Farmington City representatives to the Utah League of Cities and Towns.

Child was proposed to be part of the Davis County Mosquito Abatement Board from January 2022 through December 2023, keeping tabs on the West Nile virus. This board meets once a month, and unlike other committees, there is a paid stipend. **Mayor Anderson** will serve on the Wasatch Integrated Waste Board from January 2022 through December 2023.

Mayor Anderson nominated **Isaacson** to act as Mayor Pro Tempore from January 1, 2022 through December 31, 2023.

Motion:

Leeman moved that the City Council approve the resolution appointing City Council Members to various committees as mentioned previously.

Layton seconded the motion. All Council members voted in favor, as there was no opposing vote.

Anderson said one of the Planning Commissioners recently resigned, and that spot will need to be filled with a new appointment. He would also like to get some alternative Commissioners as well.

Petersen said there are currently six Commissioners. He and **Anderson** will get together to present the City Council with a nomination.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

The Council considered the Summary Action List including:

1. Amendment #7 to Interlocal Cooperation Agreement for Animal Services
2. Station Parkway (800 West) Road Dedication Plat

Motion:

Layton moved to approve the Summary Action list items as noted in the Staff report.

Shumway seconded the motion. All Council members voted in favor, as there was no opposing vote.

GOVERNING BODY REPORTS:

City Manager Report

Pace presented the Fire Department Monthly Activity Reports for August, September and October.

At **Pace's** invitation, **Mellor** spoke about the Park Lane parcel on the north side of the street in front of the Hampton Inn and next to Ascent Construction. This is where the pink house used to be, and the City acquired that parcel before tearing down the home. The question tonight is whether to surplus this property now or in the future. It is now an empty piece of property with sidewalk, curb and gutter going across it. The City did not have enough money to finish the asphalt gap, and the park strip has not been improved. A future owner can install the asphalt when utility connections are put in. A consulting engineer has recently given the City a legal description of the property.

Mellor said he gets regular calls from the public interested in obtaining the property. Proposals have included a chiropractic office, coffee shop, and hotel offices. Considering this demand, and after talking with Staff, **Mellor** said there is no reason to hang on to the property. It is not required to be sold to the highest bidder. The City can surplus the property and take bids. Ordinances have been amended that would allow any building there to come to the back of the sidewalk, similar to those in mixed-use areas. The Hampton Inn owner is interested in acquiring the property for a coffee shop, with hotel offices on the second floor. He could share the parking with himself that way. A chiropractor has done a lot of due diligence, hiring an architect to figure out the site. However, the chiropractor may be overlooking some parking needs. Parking and access are the most limiting factors of this property. This is on a Utah Department of Transportation (UDOT) road, where the curb cut coming into the property has been grandfathered in.

Pace said anything on that property would likely have to be multi-story, as everything else around it is as well. **Leeman** encouraged declaring it surplus, and asking prospective buyers to bring not only an offer, but also a proposal.

Mellor said there are widening agreements in place for the UDOT road, as UDOT does have plans to widen the road there. This property has the curb and sidewalk in the correct place. Ascent will have to move theirs back in the future, aligning to the western side. If they don't do it, the City could do the improvements and put a lien on the property to collect in the future.

Child said he does not predict a huge improvement in value if the City waits to sell the property, even with Lagoon amusement park across the street. **Petersen** said Lagoon is working on a new northern entrance there with a right hand turn lane, kiosks, and parking booths. Lagoon is currently working on a permit with UDOT, and the Planning Commission will likely see an application for site plan approval. They hope to open the new entrance in May. It is a big deal to widen the street in order to add a right hand turn lane there. **Child** said that is an ideal place for a north entrance, and those plans should be relayed to future buyers of this site, which is good for retail. He does not feel chiropractor is not the highest and best use for this site.

Assistant City Manager/City Engineer **Chad Boshell** said it may come down to a judge to interpret the widening agreement in order to determine who makes the future curb, gutter and sidewalk improvements.

Mellor said since the new Lagoon entrance has the potential to increase the value of the property, that can be mentioned when the property is listed and brought to the market. **Leeman** said it may add some value, but he is not sure it will be significant. It is far enough away from the park proper to not get a lot of foot traffic. Lagoon patrons are more likely to go to the Chevron. This tiny lot has circulation challenges. **Isaacson** said because this site is seen by tens of thousands of people, the right person could really benefit from this location, if even just for advertising value.

Mayor Anderson and City Council Reports

Shumway expressed concern about how the Trails, Recreation and Arts Committee would function. She has reservations because of the three broad categories. It will have to be more than nine people and be heavily Staff supported. She appreciates the headway that has been made by having a part-time trails Staff member. She would like to have a big brainstorming session.

Isaacson encouraged picking a date for a meeting this week or next with **Pace**. **Pace** said he envisions three or four subcommittees: trails, arts, parks, and an overall committee. There needs to be good coordination back and forth. He would like to include **Mellor** and City Parks and Recreation Director **Colby Thackeray**. **Pace** said he will get the meeting set.

Layton asked who owns the property across from Ascent Construction. **Petersen** answered it is **Phil Holland** and his partnership. He anticipates that it will be on a Planning Commission agenda next month. **Leeman** noted that **Holland** was not the one who removed the trees on that property, which upset the neighbors. **Petersen** said the City had considered a Planned Unit Development (PUD) overlay on this property before. That proposal included a small office building and six to seven row houses. City Planner/GIS Specialist **Shannon Hansell** said a condition of that PUD overlay was a revegetation plan for that hill.

CLOSED SESSION

Present:

*Mayor Brett Anderson,
City Manager Shane Pace,
Mayor Pro Tempore/Councilman Scott
Isaacson,
Councilman Roger Child,
Councilwoman Melissa Layton,
Councilman Alex Leeman,*

*Councilwoman Amy Shumway,
Recording Secretary Deanne Chaston,
Community Development Director Dave
Petersen, and
Bradley W. Christopherson (filling in for
City Attorney Todd Godfrey).*

Motion:

At 8:24 p.m., Councilman **Alex Leeman** made the motion to go into a closed meeting for the purpose of litigation as well as character and competence of an individual. Councilman **Scott Isaacson** seconded the motion, which was unanimously approved.

Sworn Statement

I, **Brett Anderson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the council was so convened in a closed meeting.

Brett Anderson, Mayor

Motion:

At 9:44 p.m., **Isaacson** made a motion to reconvene to an open meeting. The motion was seconded by **Leeman**, which was unanimously approved.

ADJOURNMENT

Motion:

Councilman **Roger Child** made a motion to adjourn the meeting at 9:45 p.m. Councilwoman **Melissa Layton** seconded the motion, which was unanimously approved.

DeAnn Carlile, Recorder



FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Carly Rowe, Planning Secretary
Date: February 10, 2022
SUBJECT: Bank of America (SP-9-19)

RECOMMENDATION

Approve the Farmington City Improvements Agreement between Schuchart Corporation and Farmington City for the Bank of America development.

BACKGROUND

The bond estimate for Bank of America Development is \$11,000, which includes a 10% warranty amount. Schuchart Corporation on behalf of the Bank of America development has submitted a Cash Bond with the City, which matches the bond estimate total.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all of the improvements are installed and inspected, the entire bond, except the warranty amount, will be released. After a warranty period of one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Carly Rowe
Planning Secretary

Review and Concur,

Shane Pace
City Manager

FARMINGTON CITY
IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Schuchart Corporation (hereinafter "Developer"), whose address is 919 Fifth Ave. Seattle, WA 98164, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Bank of America-- Farmington, UT, located at approximately 423 N. Cabela's Drive, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$ \$11,000.00.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within Eighteen (18) months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ \$11,000.00 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 23. Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
- 24. Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
- 25. Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 26. Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 30th day of November, 2021

CITY:

FARMINGTON CITY CORPORATION

By: _____

Bfett Anderson, Mayor

ATTEST:

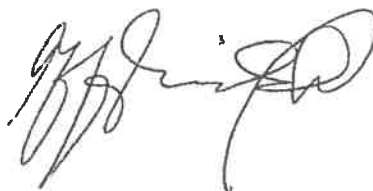
DeAnn Carlile, City Recorder

DEVELOPER:

Schuchart Corporation

By: Jeff Reinhold

Its: Division Manager



DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH)
:SS.
COUNTY OF _____)


On this _____ day of _____, 20____, personally appeared before me,
_____, the signer(s) of the foregoing
instrument who duly acknowledged to me that he/she/they executed the same.

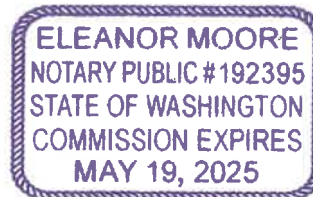
NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if Developer is a Corporation)

STATE OF ^{Washington} ~~UTAH~~)
:SS.
COUNTY OF King)

On this 30th day of November, 2021, personally appeared before me,
Jeff Reinbold, who being by me duly sworn did say that he/she is
the Division Manager of Schuchart Corporation a C
corporation, and that the foregoing instrument was signed on behalf of said corporation
by authority of its Board of Directors, and he/she acknowledged to me that said
corporation executed the same.


NOTARY PUBLIC
Residing in King County, Seattle, WA.



(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,
_____, who being by me duly sworn did say that he/she/they
is/are the _____ of _____, a partnership, and
that the foregoing instrument was duly authorized by the partnership at a lawful meeting
held by authority of its by-laws and signed in behalf of said partnership.

NOTARY PUBLIC
Residing in _____ County, _____.

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared
before me _____ who being by me duly sworn did say that he
or she is the _____ of _____, a limited liability
company, and that the foregoing instrument was duly authorized by the
Members/Managers of said limited liability company.

NOTARY PUBLIC
Residing in _____ County, _____.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me
H. James Talbot and Heidi Bouck who, being by me duly sworn, did say that they are the
Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons
acknowledged to me that said corporation executed the foregoing instrument.

NOTARY PUBLIC
Residing in _____ County, _____.

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

S U B J E C T: City Manager Report

1. Fire Department Monthly Activity Reports, November and December
2. Building Activity Report for January

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Farmington City Fire Department

Monthly Activity Report



November 2021



Emergency Services

Fire / Rescue Related Calls:

34

Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

Ambulance / EMS Related Calls:

87 / Transported 70 (80%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff:

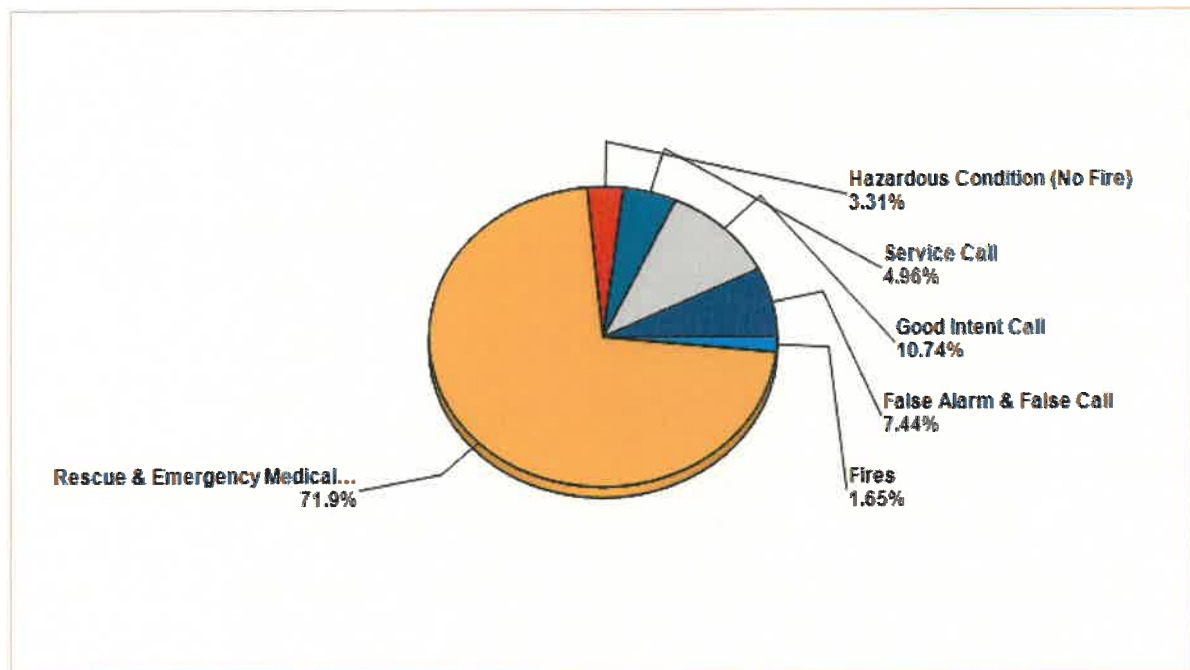
9 (7 %)

86 YTD (6.3 %)

Overlapping Calls:

22 (17 %)

234 YTD (17.22%)



On-Duty Crew / Dynamic Data / November:

Emergent Incident / On-Scene Hours / Month Total:

72.3 Hrs.

(Approximate 288 Man Hours)

EMS Transport / Turn-Around Hours / Month Total:

70 Hrs.

(Approximate 140 Man Hours)

Urgent EMS Related Response Times (average):

4.54 Min/Sec

GOAL 5 minutes or less (- 0.06)

Urgent Fire Related Response Times (average):

6.23 Min/Sec

GOAL 5 minutes or less (+ 1.23)

Part-Time Man-Hours based on the following 28-day pay period Nov. 5th & Nov. 19th

| | | | |
|---------------------------------------|-------|---------------------|-------------------------|
| Part-Time Shift Coverage / Staffing: | 869 | Budgeted 672 | Variance +197* |
| Training & Drill Hours: | 8 | 167 (FY22) | |
| Emergency Calls/ Station Staffing: | 0 | FIRE 0 / EMS 0 | 209.5 YTD |
| Special Event Hours: | 84 | 136.5 (FY22) | Vaccine Booster Standby |
| Part-Time Fire Marshal: | 120 | Budgeted 120 | Variance -0 |
| Part-Time Fire Inspector | 40 | Budgeted 90 | Variance - 50 |
| Total PT Staffing Hours: | 1,121 | 6,130.5 (FY22) | |
| Career Fire Chief: | N/A | Salary Exempt | Overtime N/A |
| Career Administrative Asst. x 1 | N/A | 40 Hour Reg. | Overtime + 0 |
| Career Captains, Engineers & FF's x 9 | N/A | 48/96 Hour Rotation | Overtime +62** |

* Mostly Vacation Coverage and Instruction Staffing for three-week new-hire orientation.
 **Monthly Officers Meeting and Training.

Revenues & Grant / Donation Activity YTD

Ambulance Revenue (October 2021)

| | Month | Calendar Year | FY 2022 |
|------------------------------------|--------------------|---------------------|---------------------|
| Ambulance Services Billed | \$126,502.19 | \$934,864.92 | \$505,538.89 |
| Ambulance Billing Collected | \$47,093.96 | \$379,165.51 | \$170,990.35 |
| Variances: | \$79,408.23 | \$555,699.41 | \$334,548.54 |
| Collection Percentages | 37% | 41% | 34% |

Grant / Donation Activity "Requests":

| | | |
|-----------------------------------|---------|---------------|
| COVID-19 Tests Kits (UBEMS / UDH) | \$8,000 | \$669,600 YTD |
| None | \$0 | |

Grant / Donation Activity "Received":

| | | |
|------|-----|---------------|
| NONE | \$0 | \$221,500 YTD |
|------|-----|---------------|

Department Training & Man-Hours

| | | |
|---|------------|----------------------|
| Monthly Staff Meeting & Leadership Training | 15 | |
| Shift Drill #1 – Medication Administration | 24 | |
| Shift Drill #2 – FD Health & Safety Practices | 24 | |
| Shift Drill #3 – Diabetic Emergencies | 24 | |
| Shift Drill #4 – Congestive Heart Failure | 24 | |
| Shift Drill #5 – HAZ-MAT | 24 | |
| Pandemic / COVID-19 Update Trainings | 22 | |
| Total Training Hours: | 157 | 2,111 HRS YTD |

Fire Prevention & Inspection Activities

| | | | |
|--|----|------------|---------|
| New & Existing Business Inspections: | 8 | | |
| Re-Inspections: | 4 | | |
| Fire Plan Reviews & Related: | 16 | | |
| Consultations & Construction Meetings: | 9 | | |
| Public Education Sessions: | 9 | (COVID-19) | 110 YTD |

Health, Wellness & Safety Activities

| | | | |
|--|------|--------------------|--------|
| Reportable Employee Injuries: | 0 | | 0 YTD |
| Physical Fitness / Gym Membership Participation %: | 100% | (Station COVID-19) | |
| Chaplaincy Events: | 1 | | 17 YTD |

Process Improvement Activities:

| | | | |
|---|---|--|-------|
| Process Improvement Program (PIP) Submittals: | 0 | | 1 YTD |
|---|---|--|-------|

Monthly Activity Narrative:

Emergent response times averaged less than five minutes for EMS calls and just over six minutes for fire calls. Month of November incidents included ongoing COVID-19 responses, carbon monoxide alarms, gas leaks, vehicle rescue, and commercial fire alarms. Seven percent of calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). Eighty percent of all EMS calls resulted in transporting patients to hospitals. It appears the “Omicron” variant is more contagious than the previous “Delta” variant. Ambulance collection revenues continue with little predictability due to mandated billing variables. FFD placed great focus on hiring four outside Paramedics and completing an intense three-week / 120-hour in-service program. Unfortunately, one member of the program dropped out due to a family emergency and returned to St. George. Each candidate completed a variety of manipulative skills and check-offs, to include multiple safety trainings and equipment / apparatus confidence completions. We continued to process additional Paramedic candidates through interviews, physical testing and evaluations with marginal results. We will process a couple more candidates to see if they meet our expectations. One of our part-time staff members (Claire Grover) has also joined the career team. Claire has served part-time for a couple of years and is currently participating in the WSU paramedic program. We hope to fill the remaining two positions sometime in January to ensure paramedic staffing is maintained 24/7-365. Our Paramedic licensure should also be ready to go in January. At that time, our Paramedics shall augment DCSO on ALS calls until they stop providing services. A special shout-out to the leadership team who invested a substantial amount of time and energy to facilitate the Paramedic orientation program! Department training for the month of November encompassed ongoing COVID-19, Recruit Training, Medication Administration, FD Safety Practices, Diabetic Emergencies, Workplace and Situational Awareness, and Chronic Obstructive Pulmonary Disease.

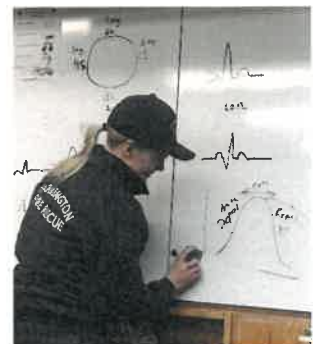
FFD COVID-19 UPDATE: Continued uptake in new COVID “Omicron” cases and increased number of hospitalizations occurred throughout November. FFD continues to practice CDC recommendations within the workplace and on calls. Please feel free to visit or contact myself at your convenience with questions, comments or concerns.
Office (801) 939-9260 or email gsmith@farmington.utah.gov – Fire Chief Guido Smith

November 2021 Snapshots New Career Paramedic / Firefighters

James Morris – 20 Years Fire & EMS Experience

Briana Taylor – 7 Years EMS Experience

Seth Wayman – 8 Years EMS Experience





Farmington City Fire Department

Monthly Activity Report



December 2021



Emergency Services

Fire / Rescue Related Calls:

29

Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

Ambulance / EMS Related Calls:

98 / Transported 63 (64%)

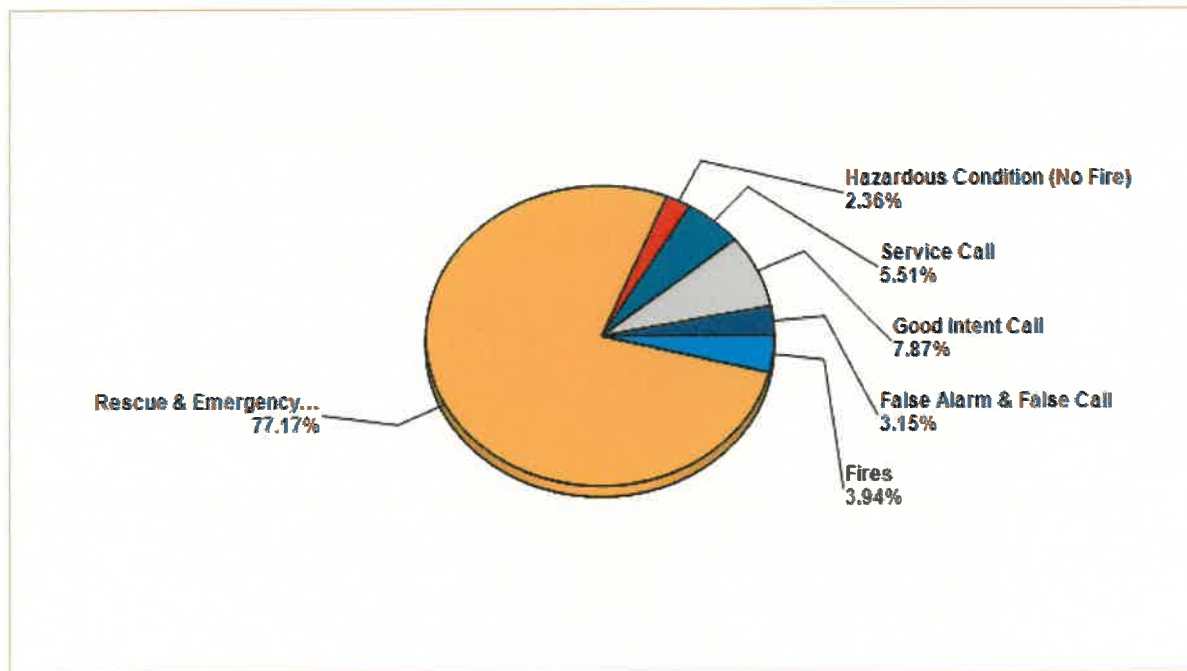
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff:

2 (1.6 %) 5 & 6 Handed! 88 YTD (6.3 %)

Overlapping Calls:

22 (17 %) 256 YTD (17.2%)



On-Duty Crew / Dynamic Data / November:

Emergent Incident / On-Scene Hours / Month Total: 69.9 Hrs. (Approximate 280 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 126 Hrs. (Approximate 252 Man Hours)

Urgent EMS Related Response Times (average): 05.42 Min/Sec GOAL 5 minutes or less (+ 0.52)

Urgent Fire Related Response Times (average): 06.24 Min/Sec GOAL 5 minutes or less (+ 1.24)

Part-Time Man-Hours based on the following 42-day pay periods Dec. 3rd, Dec. 17th and Dec. 31st

| | | | |
|---------------------------------------|---------|---------------------|-------------------------|
| Part-Time Shift Coverage / Staffing: | 1,238 | Budgeted 1,008 | Variance +230 |
| Training & Drill Hours: | 20 | 187 (FY22) | |
| Emergency Calls/ Station Staffing: | 45 | FIRE 44 / EMS 1 | 254.5 YTD |
| Special Event Hours: | 83.5 | 220 (FY22) | Vaccine Booster Standby |
| Part-Time Fire Marshal: | 180 | Budgeted 180 | Variance -0 |
| Part-Time Fire Inspector | 40 | Budgeted 135 | Variance - 95 |
| Total PT Staffing Hours: | 1,606.5 | 7,737 (FY22) | |
| Career Fire Chief: | N/A | Salary Exempt | Overtime N/A |
| Career Administrative Asst. x 1 | N/A | 40 Hour Reg. | Overtime + 0 |
| Career Captains, Engineers & FF's x 9 | N/A | 48/96 Hour Rotation | Overtime +50 ** |

* Mostly Vacation Coverage.
 **Monthly Officers Meeting and Training.

Revenues & Grant / Donation Activity YTD

Ambulance Revenue (November 2021)

| | Month | Calendar Year | FY 2022 |
|-----------------------------|--------------------|---------------------|---------------------|
| Ambulance Services Billed | \$126,761.23 | \$1,061,626.15 | \$632,300.12 |
| Ambulance Billing Collected | \$36,451.29 | \$415,616.80 | \$207,441.64 |
| Variances: | \$90,309.94 | \$646,009.35 | \$424,858.48 |
| Collection Percentages | 29% | 39% | 33% |

Grant / Donation Activity "Requests":

| | | |
|-----------------------------------|---------|---------------|
| COVID-19 Tests Kits (UBEMS / UDH) | \$2,000 | \$671,600 YTD |
| None | \$0 | |

Grant / Donation Activity "Received":

| | | |
|----------------------------------|---------|---------------|
| COVID-19 Test Kits (UBEMS / UDH) | \$2,000 | \$223,500 YTD |
|----------------------------------|---------|---------------|

Department Training & Man-Hours

| | | |
|---|------------|----------------------|
| Monthly Staff Meeting & Leadership Training | 15 | |
| Shift Drill #1 – Hazardous Materials AW | 24 | |
| Shift Drill #2 – Congestive Heart Failure | 24 | |
| Shift Drill #3 – Haz-Mat Spill Prevention | 24 | |
| Shift Drill #4 – Pediatric Assessments | 24 | |
| Shift Drill #5 – Five Point Assertive Statement | 24 | |
| Pandemic / COVID-19 Update Trainings | 22 | |
| Total Training Hours: | 157 | 2,268 HRS YTD |

Fire Prevention & Inspection Activities

| | | | |
|--|----|------------|---------|
| New & Existing Business Inspections: | 12 | | |
| Re-Inspections: | 7 | | |
| Fire Plan Reviews & Related: | 12 | | |
| Consultations & Construction Meetings: | 2 | | |
| Public Education Sessions: | 8 | (COVID-19) | 118 YTD |

Health, Wellness & Safety Activities

| | | | |
|--|------|--|--------------------|
| Reportable Employee Injuries: | 0 | | 0 YTD |
| Physical Fitness / Gym Membership Participation %: | 100% | | (Station COVID-19) |
| Chaplaincy Events: | 1 | | 18 YTD |

Process Improvement Activities:

| | | | |
|---|---|--|-------|
| Process Improvement Program (PIP) Submittals: | 0 | | 1 YTD |
|---|---|--|-------|

Monthly Activity Narrative:

Emergent response times averaged less than six minutes for EMS calls and under seven minutes for fire calls. Month of December incidents included ongoing COVID-19 responses, Lagoon structure fire, carbon monoxide alarms, gas leaks, and commercial alarms. Only less than two-percent of calls resulted in "no-staffing" or "short-staffing" of apparatus. This is due to our new increased staffing (5 and six-handed throughout the month of December). Sixty-four percent of all EMS calls resulted in transporting patients to hospitals. The "Omicron" variant continues to spread as predicted; however, symptoms seem to be less severe with vaccinated patients. FFD responded to a significant structure fire and subsequent rekindle that destroyed a building containing a store and children's bumper ride. Fortunately, crews saved priceless carousel artifacts prior to the rekindle. Both incidents involved multiple agencies and required demolition operations to compete extinguishment efforts. Lagoon security was entrusted with providing a "Fire Watch" after the initial fire; however, based on video surveillance, they did not observe the rekindle until it was reported by passerby's on Interstate 15 on that evening. Subsequent investigations (to include third-party insurance investigator) identified the cause of the initial fire as unintentional with high probability of an electrical malfunction within, or near a recessed light fixture. The second fire was attributed to rekindle. This stands to reason as the old structure received multiple overbuilds and remodeling over a seventy-year period; thus concealing numerous voids for hot embers to rekindle. FFD also completed an intense – high quality three-week Paramedic in-service program with great results. This program required a lot of hard work and effort from the leadership group and set the bar for our future hires. We stepped up to the task of taking over an existing quality Paramedic program and shall hit the ground running. As a thirty-year EMS veteran, I believe we have done everything possible to achieve measurable and professional expectations; however, must continue striving for excellence to ensure a sustainable program. We hope to fill the remaining two Paramedic positions sometime in January. We are still on target for our licensure to be ready January. At that time, our Paramedics shall augment DCSO on ALS calls until they stop providing services. Department training for the month of December encompassed ongoing COVID-19, Haz-Mat Awareness, Congestive Heart Failure, Haz-Mat Spill Prevention, Pediatric Assessment, Assertive Statement exercise and ongoing Recruit Training.

ANNUAL FFD RECOGNITION 2021:

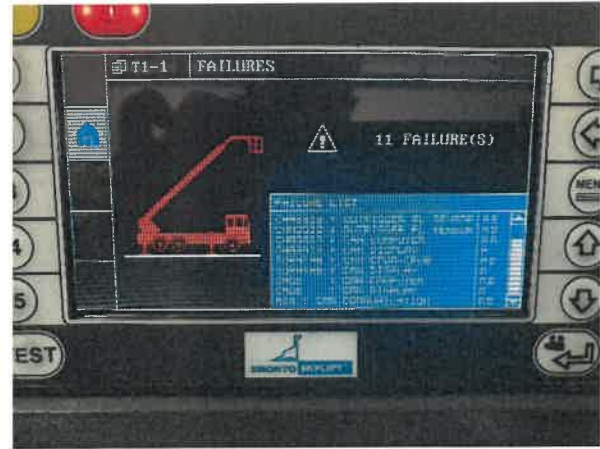
Firefighter Nate Judson received Firefighter of the Year 2021 recognition and Captain Jay Barnum received EMS Provider of the Year 2021 recognition for outstanding service throughout 2021 – See attached.

FFD COVID-19 UPDATE: Continued uptake in new COVID "Omicron" cases and increased number of hospitalizations occurred throughout December. In an effort to stand by our organizational mission, FFD continues to practice CDC recommendations within the workplace and on calls.

Please feel free to visit or contact myself at your convenience with questions, comments or concerns. Office (801) 939-9260 or email gsmith@farmington.utah.gov – Fire Chief Guido Smith

December 2021 Snapshots

Computer Failure and Repair Truck-71, Lagoon Fire, Overhaul and Investigation Operations, Three-week Paramedic In-Service Training (Rescue Task Force & Upper Valley Response Pics), FF & EMS Provider of the Year awards, Commercial Sprinkler Deployment & Overhaul, Construction Site EMS Call, and Traffic Accident Response Sheppard & Main.





Congratulations! Firefighter of the Year 2021

NATE JUDSON!

Nate Judson - Nomination Narrative

1. **Strong Work Ethic** - great attendance, on time for shifts, quick to staff apparatus during calls, 1st to help with chores and assignments. Represents policy compliance. While I don't get to work alongside Nate too often, I can't speak much for some of these but I am sure he is doing well here. When B shift is starting our shift, I always find Nate in uniform ready to give a pass-on report to Will.

2. **Public Servant** - to include being a role model of Fire Prevention / Education and Healthcare Advocate during the COVID-19 global pandemic (promoting vaccinations, mask wearing, and applicable use of PPE). Nobody likes wearing the mask, but I rarely hear Nate complain about this, or anything for that matter. I haven't worked with him enough to have much insight on his role modeling for fire prevention. I do believe Nate vaccinated early on.

3. **SAFETY** - advocate during emergent / non emergent operations. This one is harder to give an intelligent answer because I almost never get to work with Nate, it seems every policy has a name behind it for the reason that policy was written (we know I have mine). I don't think we have a "Nate Policy" yet, likely because Nate is doing well in the safety category.

4. **Fitness & Health** - promotion of fitness and healthy lifestyle. Ok, I really can speak to this one besides the fact that I hear that A shift probably eats better/healthier than the other two shifts most of the time. I don't think the annual fitness program has been much of a challenge for Nate, if it is, he is hiding it well.

5. **Professional Respect** - toward customers, other healthcare professionals, fellow employees and leadership. Nate is the poster child for respect given to his fellow employees and leadership. I think I have yet to hear any complaint of any aspect of working with Nate! The few times I have been able to work with Nate he has proven himself respectful of the patients, their families as well as the general public.

6. **Quality Documentation** - paperwork and reports. The reports of Nate's that I have QC'd over the years have been consistently well done, I don't remember having to coach Nate much at all on report writing. Captain C. Winter



Congratulations! EMS Provider of the Year 2021

JAY BARNUM

Captain Jay Barnum - Nomination Narrative

1. **Strong Work Ethic** - great attendance, on time for shifts, quick to staff apparatus during calls, 1st to help with chores and assignments. Represents policy compliance. It feels as though it has been a rarity to see Jay being off, meaning he has a great attendance record. Jay does well to lead his crew in making sure the station is normally very clean when we show up for our shifts.

2. **Public Servant** - to include being a role model of Fire Prevention / Education and Healthcare Advocate during the COVID-19 global pandemic (promoting vaccinations, mask wearing, and applicable use of PPE). I believe that Jay was vaccinated early on in the pandemic and I have seen him being proactive about the six-foot rule. Jay has done a ton of work in helping the Medic program come to fruition.

3. **SAFETY** - advocate during emergent / non emergent operations. Because I don't work alongside Jay very often, I can't think of too many specific examples of Jay going above and beyond in the safety aspects of the job, I do know however that few if any of the "learning lessons" of late had his name on them, nor were they even from A shift.

4. **Fitness & Health** - promotion of fitness and healthy lifestyle. "that's not on the A-shift diet." is a phrase I have heard plenty. I know Jay strives to eat well and is an active gym rat. I'm not even sure if Jay knows where Fizz is located.

5. **Professional Respect** - toward customers, other healthcare professionals, fellow employees and leadership. I have never known Jay to not be a good example of professionalism, I know Jay always has the customers best outcome in mind when treating and supervising those who are treating the customers.

6. **Quality Documentation** - paperwork and reports. Jay came up with the recently instituted report narrative template. Jay understands what a great report consists of and it shows. Captain C. Winter

Service Awards

| | |
|-------------------------|----------|
| Captain Jay Barnum | 15 Years |
| Engineer Jason Hastings | 15 Years |
| Engineer Jed Done | 15 Years |
| Firefighter Tyson Hatch | 5 Years |



| Month of January 2022 | BUILDING ACTIVITY REPORT - JULY 2021 THRU JUNE 2022 | | | | |
|---|---|---------------------------------|-----------------------|----------------------------|--------------------------------------|
| RESIDENTIAL | PERMITS THIS MONTH | DWELLING UNITS THIS MONTH | VALUATION | PERMITS YEAR TO DATE | DWELLING UNITS YEAR TO DATE |
| NEW CONSTRUCTION ***** | | | | | |
| SINGLE FAMILY | 3 | 3 | \$1,046,893.51 | 119 | 119 |
| DUPLEX | 0 | 0 | \$0.00 | 0 | 0 |
| MULTIPLE DWELLING | 0 | 155 | \$0.00 | 4 | 325 |
| CARPORT/GARAGE | 0 | | \$0.00 | 123 | |
| OTHER RESIDENTIAL | 0 | 0 | \$0.00 | 10 | |
| SUB-TOTAL | 3 | 3 | \$1,046,893.51 | 256 | 444 |
| REMODELS / ALTERATION / ADDITIONS ***** | | | | | |
| BASEMENT FINISH | 5 | | \$31,393.00 | 60 | |
| ADDITIONS/REMODELS | 2 | | \$284,420.61 | 48 | |
| SWIMMING POOLS/SPAS | 0 | | \$0.00 | 57 | |
| OTHER | 12 | | \$133,847.00 | 159 | |
| SUB-TOTAL | 19 | | \$449,660.61 | 324 | |
| NON-RESIDENTIAL - NEW CONSTRUCTION ***** | | | | | |
| COMMERCIAL | 2 | | \$2,783,018.07 | 10 | |
| PUBLIC/INSTITUTIONAL | 0 | | \$0.00 | 0 | |
| CHURCHES | 0 | | \$0.00 | 0 | |
| OTHER | 0 | | \$0.00 | 31 | |
| SUB-TOTAL | 2 | | \$2,783,018.07 | 49 | |
| REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL ***** | | | | | |
| COMMERCIAL/INDUSTRIAL | 2 | | \$114,500.00 | 52 | |
| OFFICE | 0 | | \$0.00 | 2 | |
| PUBLIC/INSTITUTIONAL | 0 | | \$0.00 | 2 | |
| CHURCHES | 0 | | \$0.00 | 0 | |
| OTHER | 4 | | \$89,009.00 | 16 | |
| SUB-TOTAL | 6 | | \$ 203,509.00 | 72 | |
| MISCELLANEOUS - NON-RESIDENTIAL ***** | | | | | |
| MISC. | 0 | | \$0.00 | 9 | |
| SUB-TOTAL | 0 | | \$0.00 | 0 | |
| TOTALS | 30 | 3 | \$4,483,081.19 | 710 | 888 |

CITY COUNCIL AGENDA

For Council Meeting:
February 15, 2022

S U B J E C T: Mayor Anderson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.